

DOCKET NO. HHB-CV-21-6066325S

1st ALLIANCE LENDING, LLC

Plaintiff

V.

CONNECTICUT DEPARTMENT OF BANKING and
JORGE PEREZ, Commissioner, Connecticut Department
Of Banking

Defendants

:
:
: SUPERIOR COURT
:
: JUDICIAL DISTRICT OF
: NEW BRITAIN
:
: AT NEW BRITAIN
: NOVEMBER 17, 2022
:
:

1st ALLIANCE'S ADMINISTRATIVE APPEAL MEMORANDUM

ORAL ARGUMENT REQUESTED

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The principal question in this case is: what is an “Application” for a Mortgage Loan in Connecticut? Connecticut law defines a mortgage loan “Application” as “an oral or written request for a home purchase loan, home improvement loan or other mortgage loan that is made *in accordance with procedures established by a financial institution.*” Conn. Regs. § 36a-744-2(3).¹ The Order flirts with several other definitions, and 1st Alliance addresses them throughout this brief. But as a threshold matter, this is the *only* relevant definition before the Court in deciding compliance with Connecticut law.

The next question is whether 1st Alliance violated the Connecticut SAFE Act (CSA), § 36a-485 *et seq.*, and certain other provisions of state mortgage lending law. The Connecticut SAFE Act bars unlicensed individuals from two specific activities: (1) taking residential mortgage loan applications (as noted above), or (2) offering or negotiating Residential Mortgage loan terms. Unlicensed personnel at 1st Alliance did not (and, due to systemic controls, *could* not) engage in either of these activities. The Commissioner’s conclusion in the Findings of Fact Conclusions of Law and Order (“Order”)² that they did is factually baseless, an error of law, arbitrary and capricious, and constitutes an abuse of discretion. *See* Parts II-VIII. Moreover, the exorbitant penalties imposed violated 1st Alliance’s Constitutional rights to due process, especially given the lack of evidence that any consumers were harmed or misled. *See* Part IX.

I. Standard

The Commissioner’s legal conclusions and statutory interpretations in the Order are not entitled to any deference by this Court because the relevant statutes have not been interpreted by Connecticut courts and the Commissioner’s interpretations have *not* been the subject of any

¹ All emphases in quotations are added unless otherwise specified.

² All cites to “O ___” herein are to pages of the Order. All cites to “O ¶___” are to specific numbered findings of fact.

longstanding administrative guidance by the Department. “[T]he traditional deference accorded to an agency’s interpretation of a statutory term is unwarranted when the construction of a statute has not previously been subjected to judicial scrutiny or to a governmental agency’s time-tested interpretation.” *Longley v. State Employees Retirement Com’n*, 284 Conn. 149, 163 (2007); *see Chairperson, Connecticut Med. Exam. Bd. v. Freedom of Information Com’n*, 310 Conn. 276, 281-82 (2013) (“when a state agency’s determination of a question of law has not previously been subject to judicial scrutiny ... the agency is not entitled to special deference”).

Although the Commissioner’s findings of fact can be entitled to deference, those findings may be overturned where they are “clearly erroneous in view of the reliable, probative and substantial evidence on the whole record” or are “arbitrary and capricious.” § 4-183(j).

II. Unlicensed 1st Alliance Employees Did Not Engage in Licensable Activity

The heart of this case is whether certain 1st Alliance employees, known as “Submission Coordinators” and “Home Loan Consultants” (collectively “HLCs”), performed licensable activities under the CSA. The CSA specifically enumerates the duties that require licensure. HLCs did not perform those specified duties. HLCs therefore did *not* require licensure under the CSA, and most of the Commissioner’s findings of violation necessarily fail.

A. Connecticut’s Law

The CSA distinguishes between legal Persons (which includes both natural persons and business entities) and Individuals (limited to natural persons). § 36a-485(12) and (22). Legal Persons include Mortgage Lenders, defined as “a person engaged in the business of making residential mortgage loans in such person’s own name.” § 36a-485(19). 1st Alliance was a

licensed mortgage lender, operating under Nationwide Multistate Licensing System (NMLS) license #2819.³

Mortgage Lenders hire Individuals to conduct the company's business. One type of Individual hired by a Mortgage Lender is a Mortgage Loan Originator.⁴ An Individual requires licensure under the CSA as a Mortgage Loan Originator if (and only if) he or she engages in one of two specified activities: "(A) takes a residential mortgage loan application or (B) offers or negotiates terms of a residential mortgage loan" on behalf of their employer Mortgage Lender. § 36a-485(20). As noted above, "application" is defined by Conn. Regs. § 36a-744-2(3). "Offering or negotiating terms" is undefined under the CSA, and the Department has not promulgated any relevant regulations. However, the federal Truth in Lending Act (TILA) regulations, originally part of the Consumer Credit Protection Act (15 U.S.C. § 1601 *et seq.*), modified under the Dodd-Frank Wall Street Reform Act, provide that:

For transactions subject to [the disclosure requirements of TRID⁵], an application consists of the submission of the consumer's name, the consumer's income, the consumer's social security number to obtain a credit report, the property address, an estimate of the value of the property, and the mortgage loan amount sought.

12 C.F.R. § 1026.2(a)(3)(ii). Thus, TRID sets forth six specific pieces of information necessary for an "application." The requirements of TRID are incorporated into state law by Conn. Gen. Stat. § 36a-678(a), which provides that "each [P]erson shall comply with all provisions of the Consumer Credit Protection Act."

³ NMLS is a nationwide database used by individuals, mortgage lenders and financial providers as well as state and federal regulators when applying for, amending, or surrendering mortgage loan originator licenses. *See* § 36a-2(70).

⁴ 1st Alliance employed 15 to 17 MLOs during the relevant period in this case. *See* AR3987-88, 4013-14, 4040-41, 4073-74, 4100-01, 4134-35, 4167-68, 4194-95, 4227-28 (quarterly NMLS call reports); *see generally* AR3529-34 (employee list). Of those, 5 to 8 would actively take applications and 8 to 11 would act in a supervisory capacity in any given quarter. *Id.* (MLOs who took applications have "count" and "amount" numbers next to their names).

⁵ The TILA-RESPA Integrated Disclosure Rule (TRID), 78 Fed. Reg. 79730 (Dec. 31, 2013), as amended, integrates four overlapping consumer disclosures for residential mortgage loans under two separate statutes (TILA and the Real Estate Settlement Procedures Act (RESPA)) into two, more understandable disclosures.

Beyond MLOs, 1st Alliance hired other Individual employees, including employees that fall within the definition of “Lead Generators” and “Loan Processors or Underwriters.”⁶

Connecticut law defines “Lead Generator”, in part, as a Person who, *inter alia*, “generates or augments one or more leads for another person.” At 1st Alliance, HLCs performed duties that fall within this definition. The CSA *exempts* Lead Generators from licensure when they are employed by a licensed Mortgage Lender such as 1st Alliance. § 36a-486(b)(5)(D) & (F)).

Connecticut law separately defines a “Loan Processor or Underwriter” as “an Individual who performs clerical or support duties...subsequent to the receipt of an application.” § 36a-485(15). At 1st Alliance, an HLC’s duties also included performing activities that explicitly fall within Connecticut’s definition of Loan Processor. *See id.* (a Loan Processor’s duties include: “(A) the receipt, collection, distribution and analysis of information common for the processing or underwriting of a residential mortgage loan, and (B) communication with a consumer to obtain the information necessary for the processing or underwriting of a loan to the extent that such communication does not include offering or negotiating loan rates or terms”). As with Lead Generators, Connecticut law specifically *exempts* from licensure Loan Processors who work for a licensed Mortgage Lender such as 1st Alliance. § 36a-486(b)(3)(A).

In plain terms, Lead Generators and Loan Processors, such as the HLCs at 1st Alliance, may augment leads and collect documents, as well as solicit, arrange, or find mortgage loans. These activities, explicitly, are not “licensable activities” in Connecticut.

Although the definition of Lead Generator was codified by Public Act 17-38, the shifting statutory “home” of lead generation activities over the years demonstrates that Connecticut’s

⁶ As discussed in Part II.C. below, 1st Alliance’s HLCs did some Lead Generator and some post-application Loan Processor activities. 1st Alliance also hired separate individuals to act as Loan Processors, as well as individuals credentialed by the FHA to serve as Underwriters.

legislature has *narrowed* the activities that require MLO licensure to specifically *exclude* lead generation activity:

- Prior to the CSA, Connecticut broadly defined a mortgage loan “Originator” as an individual employed by a mortgage lending company “to negotiate, *solicit, arrange or find* a first mortgage loan.” § 36a-485(8) (effective 2004 through 9/30/07).
- In 2007, the CSA definition of “Originator” was amended to include “tak[ing] an application,” making it even broader. § 36a-485(8) (effective 10/1/07 through 7/1/08).
- In 2008, the legislature redesignated “Originators” as “Mortgage Loan Originators” but kept the same definition. § 36a-485(8) (effective 7/1/08 through 7/30/09).
- In 2009, the legislature *specifically removed* “soliciting, arranging or finding” a loan from the activities that required licensure as an MLO. This left *only* the taking of an application or the offering or negotiation of terms as licensable activities. § 36a-485(15) (effective 7/31/09).
- Finally, and as discussed above, in 2017 the legislature passed PA 17-38 to create a separate category of “Lead Generators,” codifying that licensure as an MLO is not needed for Lead Generator activities and that licensure is not necessary under the CSA *at all* if the Lead Generator is employed by a licensed Mortgage Lender.

Accordingly, since 2009, the SAFE Act *only* requires licensure as an MLO for (1) taking an application or (2) offering or negotiating terms. The CSA does *not* require licensure for Lead Generation activities (such as soliciting, arranging, or finding customers, or generating or augmenting leads for another person) or Loan Processing Activities (such as clerical work) for any Individuals in the direct employ of a Mortgage Lender like 1st Alliance.

B. The Federal SAFE Act

As discussed below, HLCs did not take “Applications” for Mortgage Loans or “offer or negotiate terms” under Connecticut law. However, in an attempt to articulate a violation, the Order relies on the *federal* Regulation H to the *federal* SAFE Act. *See, e.g.*, O 33-36. This violates the “substantial rights” of 1st Alliance. § 4-1839(j). Regulation H does *not* impose any legal obligations on lenders or individuals; rather, it imposes duties on *states* (like

Connecticut). *See* 12 C.F.R. § 1008.1(b).⁷ States (like Connecticut) must then pass statutes or regulations to effectuate the standards of Regulation H. But Regulation H does not directly impose any standards, and nothing in Connecticut’s SAFE Act gives the Department the authority to directly apply Regulation H to evaluate 1st Alliance’s conduct. The Department did not issue regulations, beyond its definition of Application for a Mortgage Loan, or otherwise provide 1st Alliance with notice that legal compliance with Connecticut law would depend on the convoluted “interplay of state and federal law” set forth in the Order (at 31-36). Accordingly, the Commissioner’s decision to impose Regulation H’s substantive standards exceeds his authority, constitutes an error of law, is clearly erroneous, and is arbitrary and capricious. § 4-183(j).

That being said, 1st Alliance designed its business practices with Regulation H and other federal mortgage lending law front of mind, as follows.

1. “Taking an Application” Under the Federal SAFE Act

The federal SAFE Act defines an “application” as “a request in any form, for an offer (or a response to a solicitation of an offer) of residential mortgage loan terms, and the information about the borrower or prospective borrower that is customary or necessary in a decision on whether to make such an offer.” 12 CFR § 1008.23. Although the SAFE Act also does not define what constitutes such “customary or necessary” information, HUD and the Federal Housing Finance Agency have created a Uniform Residential Loan Application (URLA), commonly called the “1003.” *See* AR6432-36.

⁷ Section 1008.1(b) provides: “Purpose. The purpose of this part is to enhance consumer protection and reduce fraud *by directing states to adopt* minimum uniform standards for the licensing and registration of residential mortgage loan originators and to participate in a nationwide mortgage licensing system and registry database of residential mortgage loan originators.” *See also* 12 C.F.R. § 1008.1(c) (explaining that Regulation H, *inter alia*, “provides the minimum standards *that a state must meet* in licensing loan originators, including standards for whom a state must require to be licensed”).

A URLA requires extensive information, including the six TRID items discussed in Part II.A. above: the borrower's (1) name, (2) income, and (3) social security number (all in Part III of the URLA); (4) the address of the subject property (Part II); (5) an estimate of the value of the property (Part VII); and (6) the mortgage loan terms sought (Part I). The URLA must be used for a loan to be eligible for purchase in the secondary mortgage market, and as a practical matter the information on a URLA is the "customary or necessary" information for a lender to offer accurate, *particular* mortgage loan terms. 1st Alliance, like most residential mortgage lenders, used the URLA for every loan it made, and was the form used under 1st Alliance's Application Policy adopted pursuant to Conn. Regs. § 36a-744-2(3).

Regulation H defines "*taking an application*" as when an "individual receives a residential mortgage loan application for the purpose of facilitating a decision whether to extend an offer of residential mortgage loan terms to a borrower or prospective borrower...." 12 C.F.R. § 1008.103(c)(1).⁸ The Appendix to this regulation notes that a person only "[t]ak[es] a residential mortgage loan application" where they receive "the information about the borrower or prospective borrower that is *customary or necessary* in a decision whether to make" an offer of loan terms. 12 C.F.R. Part 1008, Appendix A(a). In lay terms, the information required to make such a decision includes the "four C's"—Credit, Character, Capacity to pay, and *Collateral*. For a refinance, Collateral is identified as the property currently owned by the prospective borrower. For a purchase transaction, it is a property being sold by a third party to a prospective borrower, the terms of which are defined in a Purchase and Sale (P&S) contract executed by all parties. The P&S contract is both customary and necessary for every purchase mortgage transaction, as it identifies the "Subject Property."

⁸ As discussed below (at Part II.C.), HLCs were barred from making such decisions.

2. “Offering or Negotiating Terms” Under the Federal SAFE Act

Regulation H defines “offering or negotiating the terms of a loan” to mean when a person “presents for consideration by a borrower or prospective borrower ***particular residential mortgage loan terms***,” “communicates directly or indirectly with a borrower, or prospective borrower for the purpose of reaching a mutual understanding about ***prospective residential mortgage loan terms***,” or “recommends, refers, or steers a borrower or prospective borrower to ***a particular lender or set of residential mortgage loan terms***, in accordance with a duty to or incentive from any person other than the borrower or prospective borrower.” 12 C.F.R. § 1008.23. In other words, a person only “offers or negotiates terms” if they are communicating with a potential borrower regarding ***particularized, specific*** loan terms. Such tailored terms can only be offered after collateral is identified, because “it generally would not be possible for an individual to offer or negotiate residential mortgage loan terms without first receiving the request from the borrower, ***as well as the information typically contained in a borrower’s application***” (*i.e.*, URLA). Final Rule, SAFE Mortgage Licensing Act: Minimum Licensing Standards and Oversight Responsibilities, 76 Fed. Reg. 38463, 38469 (June 30, 2011).

In order to communicate specific, ***accurate*** terms, a lender ***must*** know the Subject Property being mortgaged. Without that information, 1st Alliance could not calculate a particular loan amount, a particular rate, particular points and fees, a particular down payment amount, or particular funds needed for closing (sum of down payment and fees, minus any concessions offered). The Company would not know the type of residence, any seller concessions, the applicable taxes, or other potential information that is particularized to the property under contract. AR2252:6-24, 2372:23-2373:13. A mortgage is a security instrument, and a ***Mortgage Loan cannot*** exist without a Subject Property used as collateral to secure the note.

C. 1st Alliance's Business Practices

1st Alliance maintained a SAFE Act Compliance Policy, which specified that “[i]t is 1st Alliance’s policy to comply with the SAFE Act, and that no unlicensed individual will be allowed to originate loans or perform any activity that is subject to the licensing and other provisions of the SAFE Act without being properly licensed or registered.” AR6696. To that end, 1st Alliance staff included both licensed and non-licensed personnel who performed different tasks. Among other licensed personnel, 1st Alliance employed licensed MLOs who performed the two tasks requiring licensure under the SAFE Act. 1st Alliance also had unlicensed employees—referred to as HLCs—who augmented leads and performed (clerical) duties such as document collection.⁹

A loan that progressed all the way from initial inquiry through final funding would pass through ten essential steps, as reflected in the detailed and automated Byte logs that recorded every step of every transaction.¹⁰ The record includes Byte logs for each of the sixteen transactions discussed in the Order at ¶¶ 120-190. Because individual logs can extend to over a thousand pages, 1st Alliance has prepared and submitted (as Exhibits A1 through A16 hereto) summaries of each Byte log in the record.¹¹ Although not every transaction reached funding, each log and summary follow the same basic format. Because the Byte log and summary for

⁹ Although the title of these employees progressed over time from “Inquiry Specialist” to “Submission Coordinator” (SC) in Q4 2012 to “Home Loan Consultant” (HLC) in 2018, the substantive job responsibilities remained the same. *Compare* AR4707 (SCs) *with* AR3580-81 (HLCs). 1st Alliance documented its complete mortgage origination steps—including the roles of HLCs, MLOs and others—in a process flow diagram (AR3975).

¹⁰ As discussed in prior pleadings and rulings in this appeal, the Byte system recorded unalterable data showing each step that was taken with a given potential borrower file, *when* that step was taken, and *who* specifically took that step. *See* Dkt. Nos. 108.00, 108.10, 111.00. 1st Alliance respectfully refers the Court to those prior documents for further background regarding the general nature and significance of the Byte logs.

¹¹ The cover sheet for Exhibit A explains the summaries and how to relate the entries therein to the underlying Byte logs.

consumer J.L.’s transaction (discussed in the Order at ¶¶ 131-134) show the entire process (*see* Ex. A9), 1st Alliance highlights that loan in the discussion below.

1. Initial Inquiry

The relationship began when the consumer entered personal information online at a site such as Zillow and Realtor.com. That lead would be forwarded to 1st Alliance as well as several other lenders, and an HLC would perform outreach. AR 830:14-832:23, 1961:23-1963:3, 2003:19-2004:17. Where a consumer expressed interest, an HLC would augment the lead by completing an automated inquiry screen with enough information to allow an MLO to evaluate that consumer for prequalification (but not enough to offer accurate particularized mortgage loan terms). *See* AR5251-54 (inquiry screen); AR832:24-833:14, 1005:7-18; *see also* AR1963:18-1964:8, 1966:18-1972:8. The inquiry was designed to limit the information that HLCs could collect to make sure that they were *not* taking an “application” under the SAFE Act. Specifically, the inquiry screen *did not accept* property addresses for purchases; and for refinances, HLC’s could not pull credit. *See* AR5251-54; AR1969:16-1970:1. In both inquiries, 1st Alliance would be missing one of the “four C’s,” and would not have the information customary or necessary to make a decision to make an offer of particular terms.

In addition to that insurmountable technological limitation, 1st Alliance policy also prohibited HLCs from collecting the property address. AR833:15-834:2, 2025:18-25. Every HLC who testified at the administrative hearing expressly agreed that 1st Alliance forbade them from collecting property addresses. AR2028:22-2029:4 (“[w]e would just not put in any addresses in there while they’re shopping”); AR2177:17-23. Indeed, HLCs would be subject to discipline if they took a property address. AR969:18-21. The vast majority of consumers had not

identified a Subject Property (*i.e.*, a house to purchase) at this point, and would begin shopping for one upon receiving the prequalification letter, discussed below.

For the J.L. transaction, HLC Cottone conducted the initial inquiry on June 27, 2017, at 4:17 pm, as set forth in the ❶ bubble in the timeline exhibit (Ex. A9), which covers pages Byte14634-651 of the underlying Byte log (as referenced on page 2 of Ex. A9).

2. Whether to Issue a Prequal Letter was an MLO decision

Based upon the foundational information gathered by the HLC, 1st Alliance's automated system would determine if 1st Alliance had any loan programs available to the consumer.

AR1970:13-1971:8, 2006:12-19. HLCs had no control, discretion or influence over program guidelines. *Id.* If the automated system concluded that no programs were available, it would end the inquiry, as there was no possibility of an MLO being able to program and price a loan.¹²

However, if the system determined that potential programs *were* available, the HLC would send the file to an MLO. AR836:24-837:19. The MLO would process and evaluate the inquiry and decide whether to provide the consumer with a prequalification ("prequal") letter. AR838:15-20. In reaching a decision, the MLO would independently review the information gathered by the HLC. AR957:11-25. The HLC was not involved in this process. AR958:17-23. If the MLO issued a prequal letter, they would select a program and price for that purpose. AR2241:10-2247:21. The MLO would then produce and sign the prequal, which the HLC would email to the borrower. *See, e.g.*, AR839:23-840:9; *see also* AR6191 (sample prequal letter). 1st Alliance prequal letters were specific that they were *not* offers *at all*, much less offers of particular loan terms. AR6191. They further made clear that, consistent with 1st Alliance's right

¹² The federal SAFE Act's implementing regulations make clear that even if HLCs had made this automated decision (which they did not), this credit-based rejection would not constitute licensable activity. "Offering or negotiating terms of a loan does not include ... (iv) making an underwriting decision about whether the borrower or prospective borrower qualifies for a loan." 12 C.F.R. Part 1008, Appendix A(b)(2).

to set its own application procedures pursuant to Conn. Regs. § 36a-744-2(3), “[l]oan approval *and commitment* are subject to our receipt, *review and approval of the complete written mortgage application* with all required supporting documentation and to other terms and conditions, including,” *inter alia*, a “*fully executed purchase and sale contract*” and other verifying documentation. *Id.* Consumers often went through Steps 1 (inquiry and initial information gathering) and 2 (prequal letter) several times as they shopped for a home.

For J.L., MLO Eric Ward processed the inquiry and issued a prequal letter on June 28 at 9:40 am, early the next business morning. *See* Ex. A9 at ②. The letter was signed by MLO Ward, including his unique NMLS ID, so J.L. knew no later than the day after her inquiry that a licensed loan originator, who was distinct from HLC Cottone, was working on her file. *See* AR3463. The prequal letter also made clear (and so J.L. also knew) that terms would not be offered until, *inter alia*, 1st Alliance’s “receipt, review and approval of the complete written mortgage application” and submission of a “fully executed purchase and sale contract.” *Id.* When J.L. did not find a home within a month of her initial inquiry and prequal, she sought a second prequal letter, which MLO Ward issued on July 28. *See* Ex. A9 at ②.

3. The Consumer Enters a Purchase and Sale Contract

After a prequal letter was issued, the borrower would look for Subject Property. HLCs gathered preliminary information and documentation as thoroughly as possible during this time. AR1969:1-2, 1977:24-1978:1, 2106:5-7; *see, e.g.*, AR3383. This allowed 1st Alliance to proceed efficiently and accurately if a subject property was identified. The HLC did *not* have any responsibility to verify or confirm the documentation; that duty was specific to MLOs, Loan Processors, and Underwriters. AR2058:25-2059:3.

Once 1st Alliance identified a Subject Property, 1st Alliance would, for the *first* time, be provided collateral for a potential Mortgage Loan. *See, e.g.*, AR3475-78 (sample P&S agreement). For the J.L. transaction, J.L.’s real estate agent sent the P&S agreement to HLC Cottone on August 7. *See* Ex. A9 at ③; BYTE 14706. Cottone then forwarded the contract to MLO Ward. *See* Ex. A9 at ③; BYTE 14710.

4. Taking an Application

Once a prospective borrower executed a P&S contract, the HLC would send the file to the MLO to complete the loan application. AR853:21-854:7. Now that a Subject Property was identified, 1st Alliance had the six pieces of information cited in TRID and incorporated by § 36a-678a. Without that information, MLOs could not accurately determine loan amount, down payment, closing costs, or interest rate; they could not determine whether the borrower wanted to buy down the rate with discount points, or reduce down payment by choosing a higher rate with a closing cost credit. They simply did not have the information needed to do these things. *See* AR1002:12-1003:13, 2252:9-24, 2257:12-18, 2372:17-2373:13.¹³

For a purchase loan (which constitute 15 of the 16 transaction examples in the Order), once the MLO received the P&S agreement, he or she would perform a hard credit pull and *take a complete, fresh URLA* (AR6432-36) from the consumer. AR2188:1-16; *see* AR5349-83, 5384-96 (transcripts of application calls with MLOs). Critically, this application process was *not* just a “rubber stamp” of information gathered or analyses performed by an HLC, and the MLO did *not* rely on the limited data entered by the HLC during the initial inquiry (step 1 above). Rather, the MLO personally re-requested and/or confirmed all of the information and documentation (including income) previously provided by the potential borrower. AR2058:8-2059:13, 2192:2-

¹³ HLCs did not have access to the system to enable them to do these tasks at all. *Id.* AR2247:11-21, 2022:7-19.

11, 2253:15-2261:16.¹⁴ The MLO would discuss the URLA in detail with the potential borrower and “go through the entire thing, step-by-step with them,” including “verifying what was in the contract,” “the loan program we were looking at for them,” the term of the loan, the taxes, and verification of the application information referenced above. AR2257:25-2261:16.

Based on all the information gathered as part of the application, the MLO would then conduct the substantive analysis in order to decide whether to make an offer of “particular residential mortgage loan terms” (12 C.F.R. § 1008.23). In that regard, an MLO ran agency Automated Underwriting Systems (AUS) to choose the best loan program for the consumer in conjunction with a complete application. AR2245:13-17. Only after the MLO took the application would the MLO be able to offer and negotiate particular loan terms as defined in the SAFE Act.¹⁵ 1st Alliance MLO’s were not “strawmen;” they were decision making control staff.

For the J.L. transaction, MLO Ward took J.L.’s application on August 8, the day after her agent submitted the P&S Agreement. *See* Ex. A9 at ④ (covering BYTE 14706-14732). The Byte logs for each of the other transactions examined in the Order likewise demonstrate (at ④ in each Ex. A timeline) that the particularized residential mortgage terms were programmed and priced in each case by an MLO based upon a complete application, including the Subject Property that would serve as collateral for the Mortgage Loan.¹⁶

¹⁴ Essentially the only information that auto-populated from the inquiry screen was “Borrower Information” (Part III of the URLA) (from original Lead, consumer input), *some* “Employment Information” (Part IV), and one item—the potential borrower’s current rent – in “Monthly Income and Combined Housing Expense Information” (Part V). AR6432-36 (URLA); AR2253:15-2255:15. The MLO personally filled in the remaining sections, including “**Type of Mortgage and Terms of Loan**” (Part II), “Property Information and Purpose of Loan” (Part II), much of Part IV, most of Part V, and all of “Assets and Liabilities” (Part VI), “Details of Transaction” (Part VII), the borrower “Declaration” (Part VIII), and the HMDA “Information for Government Monitoring Purposes” (Part X). *Id.*

¹⁵ If the MLO did choose to offer terms, the information gathered by the HLC and reviewed by the MLO would then be tested ***again*** by both a processing unit, and an underwriting unit. AR2192:20-2195:20.

¹⁶ This system explicitly separated the sales commissions that HLCs received from control over a borrower’s program and price, a critical element of 1st Alliance’s system of controls. An HLC simply could not offer a

5. Early Disclosures

Once the MLO took an application, they would decide whether to offer terms. If they decided to do so, they would assign the consumer to a processor who would provide the early disclosures (known as the Loan Estimate under TRID) required under the Truth in Lending Act. *See* Part V below. As the timelines in Exhibit A demonstrate, 1st Alliance always issued loan estimates well within the three-day period provided by TILA. For example, 1st Alliance's processors sent J.L. her early disclosures on August 10, two days after MLO Ward took her application. *See* Ex. A9 at ⑤. Loan estimates were sent, on average, over five weeks before closing, giving consumers plenty of time to "shop" for better financing options. Exs. A1-A5, A7-A13, A15-16 (A6 and A14 did not close). For J.L., there was over a nine-week gap. Ex. A9.

The file would then be processed by loan processors. HLCs, at the direction of processors and underwriters and MLOs, assisted the processor in obtaining documents, but played no role in verification. For J.L., loan processors, assisted by HLC Cottone under their direction, gathered documentation and information from J.L. over the next month. *See* BYTE 14757-14980.

6. Submission to Underwriters

Once all required information had been gathered, a Quality Assurance employee would do a compliance review and then submit the loan to FHA approved underwriters. The underwriter would complete the initial underwrite and issue a conditional approval, including stipulations. For J.L.'s file, underwriting began on September 7, and underwriter Jeryl Dickson completed the initial underwrite and set the stipulations on September 11. *See* Ex. A9 at ⑥.

consumer a loan that benefited him or herself at the consumer's expense, because HLCs lacked the power and systems access to offer such terms. In short, if an HLC did eventually earn a commission, it was earned based on a closed loan, the terms of which were determined and controlled by the MLO. If an HLC had verbally offered a consumer particularized loan terms (and the Order does not cite to a single instance where that happened), they would inevitably be found out once the MLO received and reviewed the file.

7. Additional Document Gathering

Processors and HLCs acting in response to underwriting directives would then gather any additional documents requested by the underwriters and MLO. *See, e.g.*, AR1976:5-15. For J.L., that process began on September 12 and extended for the next several weeks. *See* Ex. A9 at 7.

8. Offering and Negotiating Terms

The MLO would then “offer and negotiate” the final “terms.” AR2190:10-24, 2266:21-2267:21. The MLO reviewed closing costs with the borrower and discussed the interest rate options. *Id.*; *see also* AR2260:15-2261:1. Rates and corresponding fees were maintained in Optimal Blue, 1st Alliance’s pricing engine. AR1022:2-10, 2222:25-2224:6. Optimal Blue considered the loan parameters and provided the MLO with interest rate options. After rate and fee options were discussed and agreed, the MLO locked the pricing via Optimal Blue. *See, e.g.*, AR5330-5348, 5397-5402 (conversations with borrower locking in rate). HLCs did **not** have access to Optimal Blue. AR1022:11-14.¹⁷

Just as a file could pass through other steps of the loan process several times as borrowers considered their options, a file could also pass through step 8 more than once. Where such a “change event” occurred, the file would be returned to the MLO to (re)negotiate terms, after which loan processors would send updated disclosures.

¹⁷ Andrew Pinnow, who began at 1st Alliance in 2011 as a Home Loan Consultant, got licensed in 2014, and worked at the Rate-Lock Desk from at least 2016 to 2018, echoed this, stating that support staff did not have access privileges to Optimal Blue. AR2224:7-22. Accordingly, HLCs did not have the ability to edit the loan application or access the AUS or Optimal Blue screens which provided loan program and pricing information, and HLCs did not have the access or ability to perform activities for which they were not authorized. In that regard, the Order cites testimony from HLC Alex Cottone that he could access Optimal Blue. This is simply and unequivocally untrue. There is **no** support anywhere in the record, or anywhere else, for this solitary, uncorroborated and baseless testimony. For example, Cottone served as HLC in the J.L. transaction. The J.L. log does not show Cottone accessing Optimal Blue at any point (because he could not). Rather, the log shows MLO Ward requesting a rate lock, and MLO Pinnow locking the rate in Optimal Blue. Although Byte logs concerning HLC Cottone’s other transactions are not part of the record, 1st Alliance would be happy to submit all of those logs at the request of the Court to demonstrate that HLC Cottone **never** accessed Optimal Blue.

For the J.L. transaction, MLO Ward spoke with J.L. on October 4 and requested a rate lock, which Lock Desk Specialist and MLO Andrew Pinnow did that day. *See* Ex. A9 at 8.

9. Submission of Documents to Underwriter

Once the MLO negotiated final terms with a consumer, Loan Processors and HLC's would gather additional documentation required by the underwriters to clear the stipulations set in step 6 above. The underwriter would either grant final approval or issue more stipulations based on any new documents. This could happen a few times on any given file. For J.L., Underwriter Dickson granted final approval on October 6. *See* Ex. A9 at 9.

10. Final Compliance Review and Closing

Finally, the file would move to the closing department to generate closing documents. For the J.L. transaction, the closing process began on October 10. *See* Ex. A9 at 10.

* * *

Potential borrowers were made fully aware throughout this process of the different roles played by HLCs and MLOs. The Department did not submit *any* evidence that *any* consumer experienced actual confusion. Indeed, the evidence is overwhelming that potential borrowers were fully aware of the distinction. Every HLC email signature block clearly set forth that individual's specific job title. *See, e.g.*, AR3341. On phone calls, HLCs emphasized the difference in duties performed by HLCs and MLOs. *See, e.g.*, AR5300:7-11 (explaining in response to a question about closing costs that "[o]nce you speak with the loan officer they will actually be the one to give you that information"); AR5556:18-24 (explaining that the interest rate would probably be "somewhere in the 4s" but that "I can get you ... on the phone with a loan officer at a later date to be able to discuss that"). Likewise, MLOs clearly identified themselves as such when they would speak to potential borrowers. AR2266:5-16, 2272:8-12;

AR5629:10-15 (transcript of MLO call). As the Order acknowledges, prequalification letters were issued under the MLO's signature and specifically identified the signer as a Mortgage Loan Originator, including their unique NMLS identifier. O ¶¶ 134, 181; *see* AR6191. And the Order itself is replete with citations to correspondence where HLCs clearly distinguished between their own role and that of MLOs. *See, e.g.*, O ¶ 126 (HLC explaining that can provide final figures on loan "[a]s soon as my loan officer drafts up the letter"); 130 (HLC explaining that "I will keep you updated when I have everything sent to my loan officer"); 149 (HLC explaining that the next step was to "schedule [a] phone call with Loan Officer Eric Ward for you to go through the official application process"); 161 (HLC advising that "I'm not a loan officer so I don't really know" the final interest rate, but the "loan officer said your estimated costs are around [\$]6500").

D. The Commissioner's Conclusion that 1st Alliance Violated the SAFE Act Was an Abuse of Discretion

The proper analysis under the Connecticut SAFE Act is straightforward. The CSA prohibits non-licensed personnel from engaging in two (and only two) specific licensable activities: (i) taking a residential mortgage loan application (where Mortgage Loan "application" is defined in Conn. Regs. § 36a-744-2(3)), or (ii) offering or negotiating terms of a residential mortgage loan. Indeed, as noted above (at Part II.B.2), you cannot have one without the other. 76 Fed. Reg. 38463, 38469 (June 30, 2011). As discussed above (Part II.C.), HLCs did not conduct either of these activities. Accordingly, HLCs did not need to be licensed under the CSA. The Commissioner's conclusion to the contrary was an abuse of his discretion, and is arbitrary and capricious, in at least two ways. First, the Commissioner refers to standards under the federal Regulation H in finding a violation. As discussed above, Regulation H does *not* impose any standards at all, and cannot be used as the basis of a finding of violation under the state SAFE Act. *See* Part II.B. Here, the Commissioner failed to establish any standards under Connecticut

law. The Department is free to import the Regulation H standards via lobbying the legislature or promulgating its own regulations, but it opted not to do so (and has not to the present day). It is an abuse of discretion to hold 1st Alliance to its secret standards that simply do not apply via enforcement actions, while ignoring Connecticut regulatory guidance to the contrary.

Second, and relatedly, the Order attempts to expand licensable activities to include activities that have either been removed from the state MLO licensing requirement, or that are not, and have never been, licensable activity for an employee working for a licensed Mortgage Lender (such as augmenting leads and other clerical and support duties). *See* Part II.A. above. The Order focuses its findings of fact on these *non*-licensable activities, and does not point to a single example of an HLC conducting either activity that actually requires licensure.

1. Almost All of the “Factors” Listed in the Order Are Irrelevant

The substance of the Commissioner’s conclusion that 1st Alliance violated the SAFE Act is dependent upon his analysis of Regulation H. *See* O 32-36. As discussed above, that Regulation does not apply, and the Commissioner violated 1st Alliance’s substantial rights by using Regulation H as a basis for a finding of violation. *See* Part II.B.

But even if Regulation H did apply, the Commissioner’s finding of violation constitutes an abuse of discretion. The Order’s analysis begins with a list of “factors” that “should be kept in mind” (O 33).¹⁸ However, most of those factors are irrelevant to individuals doing lead generation or loan processing duties not under their own license but under the umbrella of a Mortgage Lender’s license. *See* Part II.A. above. Moreover, the “factors” have *no relation* to the two specific activities that require licensure under Connecticut’s SAFE Act. For example, the Order highlights that HLCs are the main points of borrower contact; that being an HLC was an

¹⁸ One “factor” listed in the Order—that HLCs were not supervised—is simply false, as discussed in Part III below.

entry level position; that HLCs did not merely transfer calls, but also gathered foundational information; that prequal letters invited borrowers to contact HLCs with any questions; that HLCs were employees, not independent contractors; and that HLCs earned commissions on Mortgage Loans. O 33. All true, but none of these activities require licensure under Connecticut law. Augmenting leads and the clerical collection of borrower information are not licensable activities. *See* Part I.A. above. The Order also references as a “factor” that HLCs earned a commission on successful loans. But the Order does not cite to any legal authority for the proposition that it is improper to pay HLCs on a commission basis. If the Department believes any of these acts *should* require licensure (or be prohibited outright), it has always been free to implement regulations or seek statutory change.

Another “factor” cited in the Order, that HLCs “pulled credit...and used this information, together with other financial data shared by the borrower, to provide preliminary feedback,” is similarly irrelevant. Pulling credit *is not a licensable activity*, and the Order cites *no* authority to the contrary. “Preliminary feedback” is not “an offer of residential loan terms.” Because the listing of “factors” does not include *any* reference or citation to specific findings of fact, it is not clear what “preliminary feedback” the Order is referencing. This is yet another abuse of discretion that forces 1st Alliance to guess which findings it should address. In any event:

- To the extent the Order is referencing that HLCs would communicate that no loan programs were available when the preliminary information gathered during the initial inquiry indicated that borrower’s credit score was too low (O ¶¶ 107, 114), this was not licensable activity. Rather, it was an automated rejection where a consumer’s credit was insufficient for *any* loan program. HLCs had no control or discretion over such rejections. *See* Part II.C.2. above. Failure to qualify for any program based on credit precedes, and has nothing to do with, taking an application. Indeed, as discussed above, the SAFE Act’s enabling regulation excludes such qualification decisions from the scope of licensable activity. *See* n. 12.
- Similarly, to the extent the Order is referencing that HLCs would discuss possible interest rate “ranges” with borrowers (which the Order also lists as a separate

“factor”), such activity is also irrelevant. HLCs would sometimes discuss ranges of interest rates. *See, e.g.*, AR3389 (“[i]nterest rates can range from anywhere around a 3.0% to 6.25%”). But ranges, by definition, are not “particularized” mortgage loan terms within the meaning of the SAFE Act licensure requirements. The Order cites no authority that an HLC communicating possible ranges is licensable, and does not (and cannot) make any finding of fact that any HLC conveyed a specific interest rate, except when relaying an interest rate already calculated by the MLO. This also ignores that an “application,” for the purpose of deciding whether to extend an offer” has not been taken when these “ranges” are communicated.

- The Order’s findings of fact concerning specific transactions (O ¶¶ 120-190) contain other examples of HLCs providing guidance to borrowers. But in each instance, the HLC was merely conveying information or work that had been prepared *by the MLO*. For example, the Order notes that HLC Vasquez discussed with borrower B.T. an assumed interest rate of 6.25% and a monthly estimate of expenses. O ¶ 122. But the Byte log demonstrates that those figures had been set *by MLO Kosuda* during the prequal process (BYTE 16251-52) and were merely being *relayed* by Vasquez.

The Order also asserts as a “factor” that HLCs “were consistently aware of a prospective borrower’s interest in a particular property and used this information to determine initial eligibility for a loan.” O 33. This is simply false, and the Order again does not list any specific facts that it relies on for this conclusion. A review of the borrower transactions discussed by the Order confirms that HLCs neither solicited nor used specific property addresses (beyond properly passing the file to the MLO once a P&S agreement was signed). For example:

- Borrower C.B. (O ¶¶ 123-126) provided her HLC with a real estate listing along with a request for “final numbers.” The HLC responded that she had provided the information *to the MLO*: “I will have this for you shortly! As soon as *my loan officer* drafts up the letter.” AR3554.
- Borrower L.R. (O ¶¶ 150-156) was familiar with MLO Lauren Montanaro’s involvement in his file based upon the several rounds of prequalification and preapproval letters he received at the start of his process. Ex. A11 at ②. When L.R. voluntarily provided a specific address in Waterbury, his HLC passed the specific address information on to MLO Montanaro (BYTE 10736), who performed all of the substantive analysis and work. BYTE 10737-771. The results of the MLO’s analysis were then relayed back to L.R. by the HLC. AR4592.
- The realtor representing borrower A.J. (O ¶¶ 157-162) notified AJ’s HLC of a specific property address on October 11, 2017, and requested an updated preapproval letter. AR3323. As a preliminary matter, identifying a house for the purpose of

making an offer does not rise to the level of identifying a house (collateral) for the purpose of extending an offer of terms. In any event, the Byte log demonstrates that HLC Chisolm did not use or record the volunteered address, but instead forwarded the file to MLO Spirit Souza, who issued a prequal letter (without the address) on October 12. BYTE 5956-61. MLO Souza also issued two more prequalification letters over the following week. *See* A1 at ②. The HLC thereafter, at A.J.’s request, informed A.J. of the possible loan interest rate range. AR3389. As noted above, discussing interest rate ranges is *not* a licensable activity. Moreover, the upper bound of the interest rate had previously been calculated *by MLO Souza* as part of an initial prequal letter on August 23. BYTE 5880.

- Similar to the above examples, for each of BT, E.B., J.P., and C.G., the respective Byte logs reveal that as soon as the borrower provided a property address, that address was forwarded *to the MLO*, who took the application or performed other processing as appropriate. *See* Exs. A2, A4, A8, A10 at ③, ④.

In each of these instances, the process worked exactly as it was supposed to. 1st Alliance acknowledges that excited home-shoppers would sometimes voluntarily disclose the addresses of properties that they were considering to an HLC, even when considering multiple properties, and before a purchase and sale contract was signed (or a bid even made). AR2026:23-2027:1, 833:15-25. But even in such instances, the HLC “really wouldn’t do anything ... because it wasn’t something that they’re purchasing yet.” AR2027:2-15, 834:1-3. Rather, “[w]e would just not put in any address in there while they’re shopping.” AR2028:18-2029:4.¹⁹

2. HLCs Did Not Take Residential Mortgage Loan Applications

The Order all but admits that HLCs did not gather all items necessary for a complete application. O 34 (“...the application may not have been complete during the prospective borrower’s dealings with the HLC/SC...”). Nonetheless, the Order asserts that HLCs gathered

¹⁹ HLC Murdock’s confirmation in response to the Department’s leading question that he would “at times” receive property addresses by potential borrowers (AR1960:14-18, cited in O ¶ 105) is properly read in this context. As discussed above, the system *barred* HLCs from entering property address information, so Murdock could not have made use of that information in any way.

enough information to constitute an application because there purportedly “is no requirement in Regulation H that the application received be fully completed.”

This is pure doublespeak. The Department still has not articulated *which* information from a URLA it believes must be gathered to constitute the “taking of an application” under the Connecticut SAFE Act. Connecticut law defines a “Lead” as “*any* information identifying a potential customer” (§ 36a-485(13)), and Conn. Regs. § 36a-744-2(3)) defines an “application” for a mortgage as the procedures used by the lender. Where between those two points does the Commissioner believe an application is taken under the CSA? Regulation H, as discussed above, is not applicable here. But even if it were, Regulation H defines an application as the information “*customary or necessary*” in deciding whether to offer mortgage loan terms (12 C.F.R. § 1008.23). 1st Alliance did not have the “customary or necessary” information for offering loan terms prior to identifying the Collateral, and HLC’s could not “decide” anything. The Commissioner’s failure to articulate when enough information has been gathered to constitute an “application,” or to ground his interpretation in Connecticut law, is an abuse of discretion, in excess of his statutory authority, and arbitrary and capricious.²⁰

The Commissioner’s position that an application exists even without much of the information required for an application contradicts 1st Alliance’s obligations under other provisions of federal law. As discussed further in Part V below, the Truth in Lending Act requires that a Mortgage Lender issue a Loan Estimate within three days of taking an application.

²⁰ Even if Regulation H applied, the Commissioner’s reliance on Appendix A thereto (O 34-35) is unavailing. The specific provisions that the Commissioner quotes simply say that an individual *can* be deemed to be taking an application even if that person is “not responsible for verifying information,” “[o]nly inputs the information into an online application,” or “is not involved in the approval of the loan.” Those three provisions do *not* say that those activities are *sufficient* to constitute the taking of an application, or that an application exists *even where all the customary or necessary information that constitutes an application has not been gathered*, and the collateral Subject Property does not even exist.

The Loan Estimate is governed by TILA's "good faith" requirements, which only permit Mortgage Lenders to increase their estimates for certain valid reasons. *See* 12 C.F.R. § 1026.19(e)(3). In order to make its Loan Estimates in good faith, 1st Alliance needed *all* six items enumerated in TRID that trigger the Loan Estimate requirement. 1st Alliance could not accurately calculate down payments of closing costs without a Subject Property address, or calculate a loan amount without a purchase price. *See* AR1002:12-1003:13, 2252:6-24. The Commissioner's assertion that an application exists without a Subject Property and other critical information found in the URLA is wrong and would force Mortgage Lenders like 1st Alliance to issue Loan Estimates without the *information required* under TILA, to their extreme financial peril.²¹

3. HLCs Did Not Offer or Negotiate Terms

The Order's conclusion that 1st Alliance also violated the SAFE Act because the company's HLCs "presented particular loan terms for consideration by prospective borrowers" (O 35) is equally baseless. As discussed above, HLCs did not have enough information, and did not have access to the right computer systems (like Optimal Blue), to offer such particularized terms. *See* Part II.C.8. Rather, MLOs had exclusive authority at 1st Alliance to choose the program and price. AR875:17-25, 1003:5-10, 1986:25-1987:4, 2010:17-2011:6, 2049:21-24, 2062:1-5, 2072:10-13, 2152:14-15, 2161:4-11, 2196:4-19. Indeed, MLOs did so for every transaction in the record. The Commissioner cites briefly to five specific exchanges between HLCs and potential borrowers. O 35. None support his argument.

²¹ Under TILA's "good faith" requirements, if a lender provides a Loan Estimate before it receives all six pieces of information (including the property address) discussed in Part II.A. above, it is, "presumed to have collected these six pieces of information." *See* 12 C.F.R. Part 1026, Supp. I, Comment 19(e)(iv)(A)-3. If a lender provides a Loan Estimate before receiving the property address, and states that the lender "cannot subsequently claim that the receipt of the property address is" one of the valid reasons to increase the estimates under the rule. *Id.*

- **Daniel Sindler.** The Order claims that HLC Sindler improperly “evaluated [a] borrower’s debt-to-income ratio.” O 35. In fact, Sindler simply advised the borrower that “[d]ebt to income looks good so far.” AR3596; *see* O ¶ 130. This is facially not even a discussion, much less an offer, of “particularized loan terms.” In any event, this exchange occurred on April 26, 2017. The relevant Byte log demonstrates that MLO Eric Ward had already taken a complete application on April 18. Ex. A15 at ④. On April 26, HLC Sindler was simply doing the clerical and support task of communicating the processing status to the consumer based on the work done by the MLO and Loan Processor, after the application was complete.
- **Alexis Feliciano.** The Order claims that HLC Feliciano “advis[ed] borrower that student loans were too high for her to qualify for a loan” on August 15, 2017. O 35; *see* O ¶ 135; AR3561. Once again, this is facially *not* an offer of particularized loan terms. Moreover, the Order ignores the actual sequence of events. As set forth in the Byte log, HLC Feliciano took an inquiry call from D.M. on August 14 and passed the request for a prequal letter to MLO Kosuda. Ex. A7 at ①. **MLO Kosuda** reviewed the inquiry file on August 15 and noted that *he* needed additional information on D.M.’s student loans. Ex. A7 at ②; BYTE 2623. MLO Kosuda communicated this request to HLC Feliciano, who then relayed it to D.M. on August 15.²²
- **Martin Murdock.** The Order claims that HLC Murdock offered or negotiated terms by “providing comparative loan figures to borrower’s realtor” on August 4, 2017. O 35; *see* O ¶ 140; AR3965. However, Murdock expressly emphasized that he was *not* offering or negotiating terms. In correspondence with the same realtor, Murdock explicitly stated (with literal highlighting in the email text) that the numbers he was providing “are estimates not actual numbers” and “[a]t time of contract we send an Official Loan Estimate” from the MLO (emphasis in original). AR3966; *see also* AR3945 (explaining after receipt of purchase and sale agreement that the next step was “complet[ing] the application with the loan officer”).
- **Sonya Pellitier.** The Order claims that HLC Pellitier “advis[ed] borrower about impact of pay raise on loan amount.” O 35; *see* O ¶ 153; AR4591, 4599. The Byte log tells the actual story. L.R. first alerted Pellitier to his raise on July 11, 2017. AR4591. By this date, borrower L.R. had already received 2 prequalification letters from MLO Montanaro (and so was aware that the MLO and HLC had different roles). Ex. A11 at ②. On July 12, HLC Pellitier updated L.R.’s income in Byte (BYTE 10724), after which MLO Montanaro calculated the impact of the raise (BYTE 10725-733). HLC Pellitier then sent the results *of Montanaro’s work* to L.R. on July 13. AR4599. At no time during this exchange did HLC Pellitier offer “particularized terms.”²³

²² Throughout the correspondence, Feliciano makes clear the distinction between herself as an HLC and Kosuda as an MLO, signing her correspondence as a “submission coordinator” (*see, e.g.,* AR3559) and referencing sending D.M.’s information “to my loan officer” to generate a prequal letter (AR3562). D.M. provided the requested information, and ultimately went on to close a loan.

²³ Indeed, neither did MLO Montanaro—L.R. had not yet entered a purchase and sale contract.

- **Katherine Jasenski.** The Order claims that HLC Jasenski “advis[ed] borrower that his prior HLC never should have told him he was prequalified until the HLC verified the borrower’s income, and that the borrower’s file had not been reviewed by a loan officer.” O 35; *see* O ¶ 190; AR3890. This file has *nothing to do with the offering of particularized terms*—loan terms were *never* offered to borrower D.K.—and so the Commissioner’s reliance upon it to demonstrate that HLCs offered particularized terms is misplaced. In any event, D.K.’s prequalification letter, signed by MLO Steven Cavanaugh, specified (as did all prequal letters issued by 1st Alliance) that the commitment was subject to several conditions, including “further substantiation of income.” AR3844. Indeed, MLO Cavanaugh specifically flagged in the Byte log that he was “[w]aiting on borrower docs.” Ex. A6 at ②; BYTE 7139. Accordingly, HLC Jasenski’s statement that D.K.’s file had not been reviewed by a loan officer was a “slip of the tongue” (or keyboard) and simply untrue. As it turned out, upon obtaining further information from D.K., his family income was not qualifying. AR3852.

In sum, the record contains neither factual nor legal support for the proposition that 1st Alliance or its HLCs violated the SAFE Act.²⁴

III. The Commissioner Abused His Discretion in Finding a Failure to Supervise

The Commissioner’s conclusion that 1st Alliance failed to adequately supervise its HLCs (O 40) is meritless and unsubstantiated. As an initial matter, the Order finds that 1st Alliance’s purported failure to supervise violated § 36a-498e(b), which provides that no licensed Mortgage Lender “shall fail to establish, enforce and maintain policies and procedures reasonably designed to prevent” violations of the MLO licensing requirements (among other prohibited acts). However, § 36a-498e(b) was promulgated by Public Act 17-233 and became effective July 1, 2018. None of the sixteen borrower transactions discussed in the Order (O ¶¶ 120-190) extend

²⁴ Following the Department’s audit of 1st Alliance in this case, the Department requested that other states launch their own investigations into 1st Alliance’s SAFE Act Compliance. Each state is a wholly separate sovereign, with its own interpretation of its own SAFE Act. A finding of violation (or absence thereof) in one jurisdiction does *not* weigh in favor of or against a similar finding in any other. But insofar as the Department sought to get other state banking departments to agree with its position, 1st Alliance notes that the results speak for themselves: each of the seven states with SAFE Act enactments comparable to Connecticut’s (*see* AR6138) that conducted or participated in an audit found *no* SAFE Act violation. AR2303:25-2309:22, 2361:3-16.

past May 2018. Accordingly, 1st Alliance could not have violated § 36a-498e(b) (the sole basis for this purported violation) with regard to the transactions discussed in the Order.²⁵

Even putting aside that § 36a-498e(b) postdates the relevant transactions, subsection (b)(3) expressly provides that “[n]o violation of this subsection shall be found” unless the alleged failure to supervise actually “resulted in conduct” that substantively violated the SAFE Act. Because HLCs did not violate the SAFE Act (as set forth above), a finding of failure to supervise is legally inappropriate.

Regardless, 1st Alliance *did* maintain a comprehensive control structure that closely supervised all its employees. As an HLC testified below, there were people “overseeing everything” and if direct supervisors “weren’t available” there were “other resources [*i.e.*, supervisors] to speak to.” AR2042:25-2044:2. At the same time, there were still other supervisors who “would just monitor our pipelines and our interactivity” (and whom HLCs could also approach “if we had questions”). AR2044:3-18. By contrast, the Order’s conclusion that 1st Alliance violated § 36a-498e(b) does not cite to any specific findings of fact. Rather, it once again merely enumerates various generic considerations, leaving 1st Alliance to guess at the specific factual support upon which the Commissioner relies. *See* O 40.

A. HLC Prior Experience and Sales Incentives Are Irrelevant

Several of the Commissioner’s listed considerations are irrelevant. He notes that 1st Alliance assigned HLCs as the main point of contact and did not require HLCs to have prior

²⁵ In addition, the Order misleadingly lists that HLCs “were not *directly* supervised” by licensed personnel as one of the “factors” it uses to conclude that 1st Alliance violated the SAFE Act. O 33. But even under § 36a-498e(b), there is no statutory requirement that licensed personnel “directly” supervise unlicensed employees. Rather, even if the statute were in force, its only requirement is that a lender establish and enforce policies and procedures sufficient to achieve compliance with state banking law. 1st Alliance, as a licensed Mortgage Lender maintained a great deal of supervision over its HLC’s, including Branch Managers (§ 36a-488(a)(1)(A)(ii)) and Qualified Individuals (§ 36a-488(a)(1)(A)(i)). AR3529-34; *see also* n. 4 above.

mortgage experience. But everyone starts somewhere. There is no reason (and the Order cites to no authority) that an entry-level position, which specifically does *not* allow the performance of *any* licensable activity, must be held by individuals with experience in the industry. The Order also notes 1st Alliance’s “compensation structure” and complains that the company offered sales incentives. O 40 and O ¶¶ 86-93. But the Commissioner points to no authority that 1st Alliance’s compensation plan and incentives were illegal under Connecticut law.²⁶

B. 1st Alliance Disciplined HLCs Who Violated Policies

The Order asserts (again without citation to specific facts) that 1st Alliance failed to consistently discipline “problem employees.” O 40. This is simply false.

Due to the Commissioner’s failure to cite to any specific facts in his Supervision discussion, 1st Alliance again can only guess at which facts (if any) he is relying upon. However, as discussed above, the Byte Logs demonstrate that no HLC engaged in licensable activity in any of the sixteen transactions addressed in the Order. *See* Part II.C. Accordingly, there was no need to discipline any of the relevant HLCs with regard to those specific transactions.

Moreover, the Commissioner’s own findings of fact outside the scope of the sixteen transactions demonstrate that 1st Alliance closely supervised its HLCs. As in any endeavor involving human beings, there plainly were occasional oversteps and mistakes. That is why 1st Alliance implemented a progressive discipline system, which, depending on the nature of the violation, could begin with written warning and could end in termination. AR981:6-23, AR969:18-21. For example, when HLC Cottone discussed a specific potential interest rate (as opposed to a general range), he was disciplined for “[d]iscussing loan terms with a borrower

²⁶ 1st Alliance designed its compensation plan to, *inter alia*, prevent the “steering” of customers to inappropriate loan products. *See, e.g.*, AR2391:6-13 (1st Alliance “thought it was critical to separate the financial interest from the control” because “that is one of the most important pieces of our SAFE Act compliance”).

without being licensed to do so.” AR2119:15-2121:21; AR5255. 1st Alliance took the violation seriously and told Mr. Cottone that he would be terminated if it happened again. *Id.*

Likewise, 1st Alliance properly addressed all three incidents listed in the “2018 Employee Red Flags and Discipline” sections of the Order. For example, the Order accurately notes that licensed Qualified Individual Eric Sanders sent the compliance department a draft marketing letter for 1st Alliance’s Streamline Marketing Program, which, as initially drafted, would have been sent under an HLC’s signature. O ¶ 62 (citing AR3313-14).²⁷ The compliance department responded that it would be better for the letter to be sent by an MLO rather than an HLC because “technically, it is an offer for a loan product.” AR3312. However, the Commissioner omits from the Order what happened next. Putting aside whether sending the letter constituted licensable activity, Mr. Sanders and 1st Alliance took the compliance department’s advice *and revised the letter to go out under MLO Eric Sanders’ own signature and license number*. See AR3370. Far from demonstrating a failure to supervise, this example demonstrates that 1st Alliance’s supervisory program worked exactly as it should.²⁸

The remaining examples cited by the Commissioner likewise do not show a failure to supervise. As the Order itself acknowledges (at ¶ 61), when HLC Joseph Ballinger violated the Company’s social media policy by discussing licensable activities in his LinkedIn page, the Company’s COO immediately consulted with the compliance department and addressed the issue. AR1462:4-1463:13, AR3308-10. And when HLC Joshua Kahan violated 1st Alliance’s cell phone policy (O ¶ 63), EVP of Production (and licensed MLO) Jason Verraneault issued

²⁷ Indeed, 1st Alliance sent *all* marketing letters to compliance and legal for review. See AR6469.

²⁸ The Byte log for borrower R.C. shows how the streamline refinancing marketing program progressed: the letter, as signed by Sanders, was sent on March 7, 2018, at 10:50 am; consumer R.C. responded to HLC Trevon Martin that he was interested on March 9; and MLO Stephen Cavanaugh took borrower R.C.’s application later that same morning. See Ex. A14 at 4.

appropriate warnings. *See* AR6196; *see also* AR6197 (disciplining another HLC for cell phone violation).²⁹

Finally, the “social media” examples highlighted by the Order (at ¶ 191) do not demonstrate a failure to supervise. 1st Alliance maintained a social media policy (AR6198-99), and, as demonstrated by the example of HLC Ballinger discussed above, the company would take prompt remedial action upon discovering violations. None of the examples cited in O ¶ 191 are aimed at consumers, nor do they make reference to licensable activity. Notably, the Order does not note any consumer complaints or any specific harm to consumers resulting from these five (or any) social media posts.

C. 1st Alliance Did Not Ignore “Red Flags” Regarding HLC Conduct

The Order’s finding that 1st Alliance “did not sufficiently address the red flags associated with [HLC] conduct” (O 40) is equally baseless. Yet again, the Order does not reference any specific facts about these purported “red flags.” In the absence of specifics, 1st Alliance assumes that the Commissioner is referring to the 2017 internal audit and subsequent compliance efforts spearheaded by Briana Massey. O ¶¶ 34-60, 207-217. But that process demonstrates that 1st Alliance’s system of compliance and controls was entirely effective.

As part of its comprehensive program to ensure general legal compliance, 1st Alliance had both a General Counsel and compliance department to monitor compliance issues and take remedial action where necessary. Attorney John McGaffigan was hired in 2013 to serve as Associate General Counsel and Chief Compliance Officer, in which position he was responsible

²⁹ The Order’s reference in ¶ 63 to 1st Alliance’s conclusion that HLC Kahan did not have the “knowledge” or “experience” necessary to be promoted to an MLO position (*see* AR6196) is odd. Despite taking the position entry-level HLCs should have financial industry experience, as discussed above, the Commissioner now seems to be taking the position that 1st Alliance should have promoted an employee who was violating the rules to a licensed MLO position, with all the additional responsibilities that would entail.

for, *inter alia*, “the drafting and implementation of policies and procedures.” AR6469. After Mr. McGaffigan left the Company in 2017, Briana Massey (who had worked under Mr. McGaffigan for several years) was appointed compliance manager by General Counsel David Ward. AR996:13-17, 1348:10-20.

Ms. Massey testified when deposed by the Department that compliance was a “priority” at 1st Alliance and “everyone knew compliance was important.” AR6227:22-6228:25. She acknowledged in her hearing testimony that she could always reach out to David Ward, who supervised her, with any compliance concerns. AR1349:24-1351:25, 1586:5-15.

As part of her job responsibilities in 2016, Ms. Massey was the “principal drafter” of the Company’s 2016 internal compliance audit. AR1604:17-19. In the 2016 audit, she noted that HLCs “do not discuss rates, terms or products, but are able to give general information” and that, “[a]fter a potential borrower completes an application with the MLO, the [HLC] will guide the borrower to closing collecting all documents and providing the necessary support to usher the applicant through the process.” AR6299. She specifically noted that HLCs “have limited access to” 1st Alliance’s computer system “that restricts them from changing rates, terms, or conducting any licensed activity.” AR6300. As a result, the HLC position “presents an acceptable level of risk,” and the audit did not note any specific SAFE Act concerns. *Id.*

The following year, after being promoted to Vice President of Compliance, Ms. Massey wrote the Company’s 2017 Internal Audit report. *See* AR3192-3200; O ¶¶ 34-40. This report stated that, based upon calls monitored by Ms. Massey and her assistant, HLCs “were at times engaging in what may constitute as licensed activity under the SAFE Act.” *See* AR3193; O ¶ 34. The report concluded that these problems were “systemic and required immediate attention.” *See* AR3193; O ¶ 211.

As an initial matter, even as to the limited number of potential violations she identified in the audit, Ms. Massey admits that her interpretation of what requires licensure under the SAFE Act may be incorrect. Massey testified that there is some “grey area” regarding what constitutes licensable activity under the SAFE Act. AR1397:11-1398:8, 1592:20-1593:1, 1634:24-1635:1. Accordingly, in response to a question about her specific concern from the Company’s CEO shortly after the audit, Ms. Massey acknowledged the possibility that she was being “overly conservative” and stated she was “unclear” as to how regulators would view the concerns she had (even though none of the audits she handled at 1st Alliance prior to Connecticut identified *any* SAFE Act compliance issues). AR6189; AR1576:5-12, 1631:12-1632:19. Moreover, Ms. Massey agrees that when an HLC “blatantly” stepped over the line (as opposed to being in what she viewed as the “grey area”), the Company dealt with them appropriately. AR1592:13-19.

In any event, the 2017 audit did *not* find systemic issues; it only identified *potential* issues with a few calls by four out of 98 employees. Specifically, Ms. Massey admitted both in her post-audit discussions with 1st Alliance management and in her hearing testimony that her language in the 2017 audit was overblown. Consistent with her focus in the audit report on HLCs “discuss[ing] rates and terms,” Ms. Massey acknowledged that she did not have concerns about HLCs violating the “taking an application” prong of the SAFE Act’s licensure requirement, but was concerned only about the “offers and negotiates terms” prong. AR1504:8-15, 1630:13-1631:11, 1634:18-22; *see also* AR6169-70. Even as to that prong, Ms. Massey admitted that her audit in fact did *not* uncover a significant number of violations. Ms. Massey pulled two calls for each of the 98 1st Alliance employees who interfaced with consumers during the audit period, for a total of 196 reviewed call recordings. AR3193, 3198-99. Of those 196 calls, the audit found “no instances of SAFE Act or ECOA violation” from 94 of the individuals or 191 of the calls.

AR3198-99. Rather, the audit concluded that “[i]n *five* calls, involving *four* employees, it was found that [HLCs] were at times engaging in what *may* constitute as licensed activity under the SAFE Act.” AR3198.

Thus, the audit concluded that only 2.6% of calls *may* give rise to SAFE Act concerns. Ms. Massey admitted that she wrote the Company was experiencing “systemic” SAFE Act violations not because her random sampling supported that fact, but because she wanted to emphasize to management the existence of a *potential* issue *regardless* of what the data revealed. AR1517:10-AR1518:4 (“what I pulled for the internal audit didn’t [] necessarily bring the level of risk that I wanted to bring” to management). Because she “was doing compliance,” she “felt like the internal audit was an appropriate place” to raise SAFE Act compliance issues, “even though in the sample itself there were all only a small number.” AR1627:23-1628:3.

For the reasons discussed in Part II above, 1st Alliance management believed (and continue to believe) that their business model fully complied with SAFE Act licensure requirements. Nonetheless, 1st Alliance welcomed Ms. Massey’s compliance memo (*see* O ¶ 53), and 1st Alliance implemented many of Ms. Massey’s recommendations, including holding additional SAFE-Act compliance training led by Ms. Massey (at which HLC attendance was mandatory) and implementation of a separate “disclosure desk” to create “greater oversight” and “more accountability.” AR1404:18-1405:16, 1417:15-1418:9, 1589:22-1590:6.

IV. 1st Alliance Did Not “Aid and Abet” Violations of the SAFE Act or Violate Conn. Gen. Stat. § 36a-53(b)

The Commissioner’s conclusion that 1st Alliance “aided and abetted” violations of the SAFE Act (O 38) is incorrect. This alleged violation is derivative of the Commissioner’s substantive SAFE Act claim. Because HLCs did not violate the SAFE Act and were under ample supervision to prevent systemic violations (*see* Parts II & III above), this aiding and abetting

claim necessarily fails.³⁰ The Commissioner also reiterates that 1st Alliance incentivized HLCs through sales contests and that the HLCs were “paid commissions tied into successful loan closings.” But as discussed above (at Part III.A.), these practices do not violate the SAFE Act. Finally, the Commissioner points to testimony by HLC Cottone that he was told it would be too expensive to train him to be an MLO. Curiously, the Order ignores its own finding of fact that HLC Cottone had already been disciplined for a significant violation of 1st Alliance’s policies (see O ¶ 100 and Part III.B. above). This itself would be ample reason not to rush to promote HLC Cottone to a licensed MLO position. In any event, the Commissioner does not explain why 1st Alliance’s decision not to invest in HLC Cottone’s (or any particular HLCs) licensure constitutes “aiding and abetting” a violation of the SAFE Act.

The Order’s conclusion that 1st Alliance violated the anti-fraud provisions of §§ 36a-53b(2) and (3) (O 41) is likewise derivative and thus similarly fails. The Commissioner acknowledges the absence of evidence that 1st Alliance acted with the fraudulent scienter necessary to establish a violation of § 36a-53b(1), and also admits that “no prospective or actual borrower testified during the course of the hearing” to establish that *any* consumer was defrauded (or harmed at all). O 41-42. Nonetheless, the Commissioner concludes that 1st Alliance violated subsections (2) and (3) because HLCs ostensibly did not sufficiently distinguish to consumers the duties that HLCs could themselves perform from those that required licensure as an MLO. *Id.* The Commissioner is incorrect. As discussed above, HLCs and MLOs signed all correspondence with their respective positions, and HLCs repeatedly informed

³⁰ The Aiding and Abetting portion of the Order also references allegedly improper social media posts by HLCs as ostensibly demonstrating that HLCs “held themselves out to the public as being able to perform the functions typically performed by MLOs” (citing § 36a-486(b)(1)(B)), presumably referring to the five cherry-picked examples discussed earlier in the Order (at ¶ 191). However, as discussed above, none of the posters identifies him- or herself as acting as an MLO or as being licensed under the SAFE Act. Nor does any poster advertise specific rates or terms, but just broad programs. Accordingly, none held themselves out as performing the functions of an MLO.

borrowers what HLCs could do themselves and what work had to be performed by an MLO. *See* Part II.C. above. Perhaps most important, as the Commissioner admits, there is ***no*** consumer testimony that any consumer felt misled. The Commissioner is simply trying to invent purported confusion where none existed.

V. **1st Alliance Did Not Violate the Truth in Lending Act**

The Commissioner's conclusion that 1st Alliance violated § 36a-678(a) by violating the Truth in Lending Act (O 37-38) is simply incorrect. As the Order states, TILA requires that borrowers receive an initial Loan Estimate "within 3 days of the loan application." O 37. Here, the transaction Byte logs demonstrate that 1st Alliance consistently sent a Loan Estimate (also known as "early disclosures") within three days of when the MLO took the loan application. *See generally* Ex. A timelines at ④ and ⑤.

The Order's attempts to confuse this straightforward analysis, and ongoing effort to ignore Connecticut's own definition of "Application" for a Mortgage Loan, are without merit. The Order again argues that HLCs (rather than MLOs) took applications, and thus that HLC gathering of inquiry information started the Loan Estimate clock running. O 37. The Commissioner misleadingly cites to the broad definition of "Application" in 23 C.F.R. § 1026.2(a)(3). That substance of what that regulation defines as an "application" is in fact only a "Lead" under Connecticut law. § 36a-485(13). In any event, that definition does not apply to TILA. In the very next paragraph, the Commissioner ***admits*** that "for mortgage transactions such as those involved here, ***an application consists of six pieces of information,***" including "***the*** property address"—just as 1st Alliance has consistently argued throughout these proceedings. However, the Commissioner then claims that "[t]his information is so basic that it was collected

most of the time by” HLCs. As discussed above, this is simply false, both as a matter of practice and of systemic technology restrictions. *See* Part II.C. above.

The Order also argues that under TILA a Mortgage Lender cannot require a purchase and sale agreement before issuing Loan Estimates. But in order to accurately gather two of the six pieces noted above, the property and loan amount (triggering the Loan Estimate requirement), one needs a P&S Agreement. In that regard, TILA and its regulations do **not** require that the six pieces of information be gathered or that a Loan Estimate be made by any particular point in the parties’ interactions. **If** a Mortgage Lender takes an application under TILA (including all six pieces of information) before a borrower enters a formal purchase and sale agreement, then that Lender must issue the Loan Estimate within three days, without waiting for the formal agreement. But that is **not** how 1st Alliance conducted its business. 1st Alliance purposefully did **not** take an application until the borrower entered a purchase and sale agreement, and expressly informed the borrower of this fact shortly after initial contact. *See, e.g.,* AR6191 and Part II.C.2. above. 1st Alliance’s purpose was not to delay providing a Loan Estimate to potential borrowers. Rather, as discussed above, an actual, Subject Property (collateral) address and Loan Amount are necessary to make **accurate** disclosures. Whereas lenders who rush to gather information may send out loan estimates that prove to be inaccurate once a final property is chosen, 1st Alliance wanted to ensure for its customers that its initial disclosures were as close to final figures as possible. For example, J.L.’s loan funded at an APR of 7.357%. BYTE 15404. She had received her Loan Estimate 60 days prior to closing (Ex. A9), estimating an APR of 7.325%. BYTE 14745. 1st Alliance’s good faith efforts yielded early, and very accurate information to the consumer, and gave the consumer plenty of time to explore other options.

Accordingly, it may be true that a Lender cannot require a purchase and sale agreement *once it takes an application*. But there is nothing in TILA or its implementing regulations that requires a Mortgage Lender to take an application *before* the borrower contractually identifies collateral and loan amount. That is a matter of business judgment and practice, and as a matter of its own business model, 1st Alliance thought it central to meeting its good faith obligations under TRID (*see* Part II.D.2. and n.21 above). These facts were clearly disclosed to both regulators (in 1st Alliance’s formal Application Policy (AR5746-47)) and consumers (in the company’s prequal letters, such as AR6191). If the Department believes that such a business model was inappropriate, it was free to lobby the legislature for laws or to promulgate regulations forbidding that procedure. But it did not. And this model is not prohibited under current law.³¹

The Commissioner’s concern that borrowers would not have enough time to “shop around” under 1st Alliance’s system (O 38) is misplaced. First, the lead generation sites (such as Zillow) would send prospective leads to *multiple* lenders, not just 1st Alliance. Accordingly, from the start of the process, consumers had several choices. Second, borrowers retained ample time to consider their options even after 1st Alliance issued its Loan Estimate. For example, 1st Alliance’s processors sent J.L. her early disclosures on August 10, two days after MLO Ward took her application, and two *months* before the consumer decided to close (and become responsible for the debt). Ex. A9 at ④, ⑤ and ⑩. J.L. could, as many consumers did, shop around during that time.³² As discussed above (in Part II.C. 5.), loan estimates were sent an

³¹ The fact that the CFPB’s official interpretation *allows* lenders to issue estimates for multiple zip codes (O 38) does not mean that lenders were *required* to do so, and the Order points to no such requirement.

³² Although consumers had time to shop around, many were eager to proceed expeditiously. For example, E.B.’s realtor submitted the P&S agreement (dated September 8, 2017) to 1st Alliance on September 11. AR3474, 3478. As usual, the contract granted E.B. significant time to unilaterally back out of the agreement. AR3476. 1st Alliance sent the Loan Estimate on September 12, the day after receipt of the P&S. Ex. A8 at ⑤. E.B. did not need long to review those early disclosures (much less the time to which he was entitled); he signed off on the disclosures and *sought to proceed* on September 13, the very next day. *Id.*

average of *over five weeks* before closing in the transactions referenced in the Order, giving consumers plenty of time to shop around from other lenders. Exs. A1-A5, A7-A13, A15-16.

Finally, the Commissioner also claims that HLCs illegally “*required*” prospective borrowers to verify financial information” before early disclosures were made in violation of TILA’s implementing regulations. This is incorrect. 1st Alliance’s HLCs *would* actively pursue documents for the MLO, *other* than those containing a property address, in order to proceed with potential borrowers most efficiently and to avoid potential customer disappointment over issues that could have been spotted earlier. *See* Part V above. But 1st Alliance did *not* “require” such information, and the relevant regulation makes clear that a creditor may accept verifying documents that consumers voluntarily provide, as long as *all* six pieces of information are not provided. 78 Fed. Reg. 79730, 79816 (Dec. 31, 2013) (“the final rule does not prohibit the creditor from accepting verifying documentation if the consumer proffers such documentation, provided that it is not required by the creditor before the creditor provides the Loan Estimate”).

VI. 1st Alliance’s Inadvertent Noncompliance with the FCRA

The Fair Credit Reporting Act (FCRA) requires any party who takes any “adverse action” with respect to any consumer that is based in whole or in part on any information contained in a “consumer report” to provide adverse action notices. 15 U.S.C. § 1681m(a). 1st Alliance has long acknowledged that it inadvertently failed to provide written adverse action notices for a limited period of time to customers who were disqualified from receiving a prequalification at a very early stage (such as due to a credit score below 1st Alliance’s programmatic cutoff) before an application was taken. Although the Order duly notes the existence of the violation (O 36), it omits that the company *corrected* this technical compliance issue and *voluntarily* took remedial action, and adverse action notices were ultimately provided to consumers who accidentally had not received them. AR4430.

1st Alliance notes that there was no actual consumer harm from this technical violation (and the Order does not allege any). There is no dispute that consumers were verbally informed of the reasons they could not be evaluated for any of 1st Alliances programs. *See, e.g.*, AR1971:3-8, 1972:20-1973:4. Moreover, the fact that 1st Alliances automated inquiry system rejected potential borrowers on credit-score grounds was not substantively improper. It was a simple if/then function: if the FICO was below 500, then there was no need to evaluate further for prequalification. When asked at the hearing whether such a denial “raise[d] any concerns,” the only problem identified by examiner Beata Zuber was the failure to send an adverse action letter at all, and not the substantive denial. AR1904:3-10 (“in a situation like that, when ... an HLC was the only person talking to the borrower, there were no adverse action notices being sent to borrowers”). The automated decisions themselves were proper and would have occurred with or without the adverse action notices,

VII. 1st Alliance Fully Cooperated with the Department’s Investigation

The Commissioner’s conclusion that 1st Alliance did not cooperate with the Department’s investigation (O 39-40) is patently false. Ms. Massey was the “point person” at the Company for responding to most of the examiners’ requests and cooperated fully. AR1682:18-25. She did her best to deliver requested documents to the examiners, and the Company directed her not to hold back anything that was requested. AR1683:1-1684:8. The numerous emails between Ms. Massey and the examiners show the Company’s good-faith effort to be as transparent as possible. *See* AR6139-65. At the hearing, counsel for the Department confirmed that there is no allegation that 1st Alliance failed to cooperate during the on-site exam itself. AR2424:11-2425:12.

In the administrative document request at issue, the Department of Banking sought *every email on every topic to every recipient and from every sender* for ten 1st Alliance employees over

two separate two-month periods (the “Email Demand”). *See* AR4540. 1st Alliance’s counsel Mr. Garber responded to Stacey Serrano, counsel for the Department, as follows:

We have conducted a preliminary analysis of this request and determined that it seeks the production of more than 10,000 emails per person (more than 200,000 emails in total). Many of these emails do not pertain to Connecticut consumers—indeed, it is self-evident that the vast majority of them do not – and some may not be work-related at all. Moreover, several of the individuals whose emails are sought were senior executives or compliance staff (e.g., Jason Verraneault and Briana Massey), and their emails include communications with in-house counsel that are protected by the attorney-client privilege. In addition to these concerns, production of this volume of emails would be incredibly burdensome, time-consuming and expensive. **I would like to discuss this request with you so that we can mitigate the burden and address the materiality, privacy, and privilege concerns.**

AR4538. Ms. Serrano refused to substantively discuss these legal and logistical issues, instead demanding full compliance on a rolling basis. *See* AR4548.³³

Mr. Garber tried again to have a good faith discussion with the Department about the scope, cost, and intrusiveness of the Email Demand:

As I noted previously, there are over 200,000 emails for the custodians and time frame you identified, some of which are protected by the attorney-client privilege and others of which are personal or otherwise irrelevant to regulated lending activities. To review each of these 200,000-plus emails to determine those that are non-privileged and relevant would be time and cost prohibitive. As you know, it is common practice for regulators and regulated entities to agree on search terms that would be run against a large database of emails like this. I am confident that you and I can reach agreement on such search terms so that we can promptly and efficiently get the Department the information it is looking for.

AR4566. Indeed, as the correspondence reflects (*see generally* AR4538-40, 4542-51, 4556-72),

Mr. Garber repeatedly sought to engage the Division in a constructive discussion about how the

³³ Notably, as a nationwide operation, only 7% of 1st Alliance’s loans were in Connecticut. AR2794 at ¶2. If the Department had been willing to discuss limiting its document request to emails regarding Connecticut properties, its request would likely have encompassed a much more manageable 14,000 or so documents. Instead, the Department sought to become a national regulator, notwithstanding that other jurisdictions, in which the Department had no authority, *disagreed* with the Department’s SAFE Act interpretation. *See* n.24 above; *see also* Part VIII.B. below (Department sought to impose extraterritorial gag clause).

Email Demand could be handled in a rational and expeditious way. Nonetheless, Department counsel continued to refuse to substantively discuss the issue, declining to provide search terms or take any other steps to lighten the extraordinary (and extraordinarily expensive) search burden the Department was placing on the Company.

The Department then opted to issue a formal subpoena on October 12, 2018, for the documents in the Email Demand. *See* AR4574-4589. 1st Alliance does not dispute that the Department had the right to seek to enforce its document request by subpoena. But 1st Alliance had every right to resist that subpoena due to its overbreadth. In that circumstance, Connecticut law puts the burden on the Department to enforce its subpoena in Court if it believes its request is proper. *See* § 36a-17(f). Tellingly, the Department chose *not* to seek to enforce the subpoena before an impartial outside court. Rather than face scrutiny, it gave up the battle—and instead chose to hold 1st Alliance in violation of § 36a-17(e), despite not availing itself of its statutory enforcement mechanism.

This Court should reject the Department’s gamesmanship. Although 1st Alliance specifically argued to the Hearing Officer that the Department had chosen not to enforce its subpoena (*see* AR6850), the Order does not even acknowledge, much less rebut, that point. Instead, the Commissioner ignores the litigation reality of the tremendous burden it was attempting to impose on 1st Alliance in one cursory sentence: “Respondent’s claim of hardship is not persuasive.” O 39.³⁴ To the contrary, 1st Alliance respectfully submits that this entire process demonstrates the Commissioner’s evident bias against 1st Alliance, as discussed below.

³⁴ Ironically, in response to 1st Alliance’s own Freedom of Information Act document request, a Department representative testified that it took him approximately 400 hours to review for possible disclosure documents numbering merely in the tens of thousands. Transcript of July 9, 2018 Evidentiary Hearing before the FOIC in *DiIorio v. Commissioner, State of Connecticut Department of Banking*, FIC # 2019-0244, at 29:6-19, 98:13-100:22. The FOI hearing transcript is not part of the Record, but the Court may properly take judicial notice of the official proceedings before the FOIC and the transcript is available upon request.

VIII. The Department Displayed Evident Bias Throughout These Proceedings

From the inception of these proceedings, Defendants have engaged in a pattern of petty behavior and outright bias against 1st Alliance.³⁵ Although the Department's bias does not establish 1st Alliance's compliance with the law, two particularly egregious examples demonstrate the Department's mindset and why this Court should closely scrutinize the Commissioner's conclusions for abuse of discretion.

A. The Department's Audit Was Deeply Flawed

The Department's 2018 exam of 1st Alliance, which gave rise to these entire proceedings, was flawed from its inception. As an initial matter, the Department's exam was incomplete. The Department auditor in charge of the exam, Daniel Landini, openly admitted that he did not perform a "normal review" of 1st Alliance's "processes, procedures, [or] *compliance*." AR1205:8-13. Mr. Landini and the Department chose *not* to use the audit best-practice guidelines promulgated by the Multistate Mortgage Committee national association (of which Connecticut is a member). AR1799:3-6. The MMC's "SAFE Act Examination Guidelines" (SEGs) are specifically designed to "provide a standardized set of examination procedures that will result in a thorough review of an institution's compliance" with the SAFE Act. AR6380. The SEGs contain over thirty pages of detailed best-practices procedures for a fair exam (*see generally* AR6380-6431), which are "intended to promote uniformity, transparency and consistency among examinations of licensees *conducted by independent State agencies*."

³⁵ As just one example of unprofessional conduct, the Department on September 17, 2018, notified 1st Alliance counsel Ross Garber that it would be issuing subpoenas for the testimony of certain low level 1st Alliance employees, and asked if he would accept service on the employees' behalf. *See* AR4526. Mr. Garber responded that he was authorized to accept service on behalf of 1st Alliance, and, if the subpoenas were directed at employees in their individual capacity, he would obtain authorization from them to accept service on their behalf. AR4528-29. Yet two days later, a state marshal appeared at 1st Alliance to personally serve the rank-and-file employees, in what appears to have been an effort to intimidate them. This destabilizing move was intentional, and an abuse in and of itself.

AR6384. Rather than use these SEGs, the Department instead devised its own exam process which was deficient in at least three ways:

- **Lack of management interviews.** The MMC guidelines recommend interviews with knowledgeable management personnel. AR6405. However, the *only* management-level Company employee interviewed as part of the exam was Eric Sanders, 1st Alliance's Chief Executive of Mortgage Servicing, a role with limited SAFE Act involvement. Although the examiners spoke with Ms. Massey, 1st Alliance's compliance officer, that discussion was "very brief." AR6166. The examiners did *not* interview any other member of management or 1st Alliance's supervisory structure, such as EVPs, Qualifying Individuals or Branch Managers (*see* nn. 4 and 25 above). This failure was not simply an oversight. Mr. Landini was scheduled to interview three members of 1st Alliance's executive team, but *cancelled* those interviews the morning they were supposed to occur. *See* AR1826:9-15. Mr. Landini also testified that he may have intended to go back to conduct those critical interviews at a later date, but that it is "possible" he never did due to a "Department management decision" *telling him not to*. AR1831:5-8.
- **Leading interviews of entry-level HLCs.** Although the examiners properly did interview several HLCs, those interviews were conducted in a manner designed to elicit the answers the examiners wanted rather than what actually occurred. Ms. Massey observed that the examiners were asking leading questions and "was uncomfortable with how some employees seemed to be coaxed into saying something unfavorable." AR6168, 1679:12-24. She observed that "Mr. Landini changed his phrasing and altered questions" from interview to interview, and thus that "each employee was not asked the same question the same way." AR6167. As a result, Ms. Massey "noted several times when an employee was confused about the question and/or gave an answer that sounded troublesome based on [the examiners'] chosen phrasing." AR6168. By contrast, Ms. Massey noted that when Massachusetts banking authorities audited 1st Alliance, "the examiner asked each interviewed employee the same question." AR6167.
- **Failure to inspect critical business records.** Despite the availability of the Company's Byte logs to assess the chronology of individual transactions, Mr. Landini did *not* request that data for the transactions he was reviewing. AR1834:21-25. Despite 1st Alliance's direct plea to meet with the Department to discuss Byte data logs following the audit, the Department declined said meeting. AR2378:2-2380:24, 2399:13-2400:2.

The Department did not even bother to produce a Report of Examination, which is all but unheard of in the context of a typical exam (especially one that precedes an administrative enforcement action that imposed exorbitant penalties on 1st Alliance and forced the company out

of business). Notwithstanding these irregularities, 1st Alliance did everything it could to cooperate fully, as discussed in Part VII above.

B. The Department's Bad Faith Settlement Negotiations

After the exam concluded, Ross Garber, counsel for 1st Alliance, reached out to the Department to ascertain if 1st Alliance could be of further assistance regarding the exam. *See* AR1084:23-1085:7, 1087:12-21. On June 20, 2018, the Department notified 1st Alliance for the first time of its substantive position regarding the SAFE Act that has driven this entire case. During the administrative hearing in this matter, the Department argued to the Hearing Officer that these informal opinion letters (to other regulated entities altogether) should have alerted 1st Alliance to the Department's interpretation. *See, e.g.,* AR6741-42, 6777-90. However, as 1st Alliance explained in its own briefing, the opinion letters at issue were wholly irrelevant to the present SAFE ACT issue. AR6829-32. The Order appears to agree with 1st Alliance: there is ***no*** mention of the informal opinion letters at all. Accordingly, 1st Alliance had ***no notice whatsoever*** of the Department's interpretation of the SAFE Act prior to June 20, 2018.

Although 1st Alliance disagreed with the Department's non-public interpretation, it promptly acted to comply. 1st Alliance ***unilaterally*** amended its policies so that Connecticut consumers within the Department's jurisdiction would ***only*** communicate with licensed MLOs, bypassing unlicensed HLCs altogether. AR2377:4-2378:1, 1382:10-151, AR4505-06. In addition to its voluntary policy change, 1st Alliance sought to negotiate a comprehensive settlement with the Department.³⁶

³⁶ As part of that settlement, 1st Alliance suggested that 1st Alliance and the Department “work together on a specific definition of ‘licensed activity’ and ‘mortgage loan originator,’ particularly in the call center context, which 1st Alliance would assist the Banking Department in publicizing to the industry.” AR4505-06. The Department declined to do so and, indeed, has not defined these terms in the context of the CSA through the present day.

On September 7, 2018, the Department proposed settlement terms. *See* AR4508-17. The terms included a gag clause, which would have not only required 1st Alliance to admit wrongdoing, but prohibited the company from even articulating its position that it had not broken the law to anyone, in any state (including in other states that, like Connecticut, had enacted the multistate model SAFE Act). AR4514.³⁷ In other words, the proposed order would have turned the Department’s allegations over a disputed statutory interpretation into admissions of guilt, while waiving 1st Alliance’s right to explain—to the public, to other regulators in states that shared the multistate language, or to anyone else—the circumstances that gave rise to the Consent Order. In effect, the Department was trying to force its interpretation on all 46 states in which 1st Alliance made residential mortgage loans.³⁸ And if 1st Alliance violated said gag order, the protections offered to 1st Alliance within the Consent Order would be void.

On September 13, Mr. Garber responded to the proposed Consent Order, citing numerous reasons why it was not acceptable, starting with the fact that it “would compel, through a gag provision, 1st Alliance to concede to an interpretation of the law that is unsupported by case law or regulation in Connecticut or any other state and is in fact contrary to federal regulatory guidance.” *See* AR4521. Noting the absence of formal rulemaking by the Division with respect to the Licensing Statute, he explained that it was “simply not appropriate or lawful for Banking Division staff to engage in rulemaking through punitive fines and gag provisions.” *Id.*

The proposed regulatory overreach embodied by the gag clause is striking. The clause constitutes a bald-faced attempt by the Connecticut Department of Banking to expand its

³⁷ The full text of the gag provision read: “1st Alliance *shall not take any action or make or permit to be made any public statement, including in regulatory filings or otherwise, denying, directly or indirectly, any allegation* referenced in this Consent Order or create the impression that this Consent Order is without factual basis.”

³⁸ In that regard, *see* n.24 above.

jurisdiction beyond Connecticut and into wholly separate jurisdictions subject to wholly separate banking departments. Notably, the Department has *not* insisted on gag clauses in other consent orders, including ones in which the alleged wrongdoing was significantly more egregious.³⁹

On September 14, 2018, the day after Mr. Garber communicated 1st Alliance’s refusal to agree to the gag clause, Ms. Serrano responded to that refusal without any further attempt to negotiate mutually acceptable settlement terms. *See* AR4523. She stated simply: “Thanks for your response. The Department will proceed accordingly.”

IX. The Order’s Penalties Violate Due Process and are Fundamentally Unfair

As explained above, the Commissioner’s findings of violation (other than the inadvertent FCRA infraction) are legally and factually baseless. But even were they correct, the exorbitant penalties imposed by the Order, including license revocation and a \$750,000 fine, both violate due process and are fundamentally unfair.⁴⁰

A. 1st Alliance Had No License to Revoke

As an initial matter, 1st Alliance’s license cannot be revoked because 1st Alliance no longer has any Connecticut license *to* revoke. The Department revoked 1st Alliance’s license as a mortgage lender on October 4, 2019, for a separate alleged violation. *See* AR6856. That order of

³⁹ *See, e.g.*, consent order in *In The Matter Of Total Mortgage Services LLC* (available at <https://portal.ct.gov/DOB/Enforcement/Consumer-Credit-2017-Orders/Total-Mortgage-Services---CO>). Although that lender, *inter alia*, literally “altered loan file documents,” the Commissioner did not impose a gag order. Even where the Department does insist on a gag order, the Department apparently recognizes the unfairness of the one it sought to impose on 1st Alliance. A more recent gag provision expressly allows signatories to take contrary positions “in other legal, regulatory or administrative proceedings to which this Commissioner and/or the Department are not parties.” *See* consent order in *In the Matter of Resurgent Capital Services L.P.* (available at <https://portal.ct.gov/-/media/DOB/Enforcement/Consumer-Credit/2021-CC-Orders/Resurgent-Capital-Services-CO.pdf>). This is the exact allowance that 1st Alliance sought—and was denied.

⁴⁰ The unfairness of the Order’s penalties here is illustrated by the much more lenient sanctions imposed by the CFPB for the significantly more harmful alleged FCRA violations in *In the Matter of State Farm Bank, FSB* (available at https://files.consumerfinance.gov/f/documents/bcfp_state-farm-bank_consent-order.pdf).

revocation was effective nearly 18 months before the Order in this matter was issued on April 16, 2021. Accordingly, 1st Alliance had no license to revoke here.

B. 1st Alliance Had No Notice of the Department’s Novel SAFE Act Interpretation

The penalties imposed by the Commissioner violate due process and are unjust under the facts of this case. As discussed above, the Department’s interpretation of the Connecticut SAFE act is novel and conflicts with Connecticut statute, regulation or caselaw. *See* Part II above. As also discussed above, the Order tacitly admits that the Department provided *no notice* of its interpretation prior to June 20, 2018, *after* the Department had conducted its audit. *Id.* The Department cannot bypass the legislature, its own rulemaking process, and the courts to create a new standard via an enforcement action, and then penalize a company like 1st Alliance for failing to know it was supposed to adhere to that standard. *See, e.g., F.C.C. v. Fox Television Stations, Inc.*, 567 U.S. 239, 253 (2012) (vacating regulatory penalty because “[a] fundamental principle in our legal system is that laws which regulate persons or entities must give fair notice of conduct that is forbidden or required”); *County of Suffolk v. First American Real Estate Solutions*, 261 F.3d 179, 195 (2d Cir. 2001) (“[d]ue process requires that before a criminal sanction or significant civil or administrative penalty attaches, an individual must have fair warning of the conduct prohibited by the statute or the regulation that makes such a sanction possible”); *Gen. Elec. Co. v. U.S. E.P.A.*, 53 F.3d 1324, 1331-32 (D.C. Cir. 1995). This is particularly true when the Department’s interpretation deviates from opinions of analogous laws by other regulators. *See* n.24 above.

C. The Order Ignores Mitigating Factors

The Commissioner abused his discretion and acted in an arbitrary and capricious manner by imposing exorbitant penalties without consideration of mitigating factors. As soon as the

Department brought its interpretation to 1st Alliance's attention, 1st Alliance deferred to the Department out of deference to its home state regulator and promptly ceased permitting HLCs to interact with Connecticut consumers. *See* Part VIII.B. above. This is the type of reaction the Department should encourage and promote. However, the Order ***completely ignores*** this fact. The Order also fails to explain why the exorbitant penalties are warranted given the complete absence of testimony that any consumer was misled or harmed, or a report of examination. To assess an exorbitant penalty under these circumstances violates the Due Process Clause of the United States Constitution in addition to being unfair and inequitable.

D. The Order Fails to Specify the Facts Underlying or Penalty for Each Violation

The Commissioner abused his discretion by imposing exorbitant penalties on 1st Alliance despite not identifying the specific facts underlying each violation. Although the Order identifies several categories of purported violation in the sections entitled “Conclusions of Law” and “Conclusion,” it fails to enumerate how many instances of each violation purportedly occurred. For example, although the Order's findings of fact (at ¶¶ 120-190) contain a recounting of correspondences between individual HLCs and consumers, the Order almost never links any of these findings of fact to specific violations, forcing 1st Alliance to largely guess as to the specific facts upon which the Commissioner is relying for each finding of violation. *See* Parts II.D., III, and IV above. As a result, the Order improperly fails to give any evidentiary support as to whether a particular violation was a one-off, intermittent or systemic. This, in turn, means that the Order fails to explain the standard of knowledge (scienter) and of liability it is imposing on 1st Alliance for those purported violations. For example, it is unclear the extent to which 1st Alliance is being held liable for rare HLC individual missteps that might violate 1st Alliance's

official policies and procedures. The Order's failure to provide this basic, fundamental analysis is fundamentally unfair and violates due process.

Likewise, the Order does not specify what penalty is being imposed due to which violations, or whether the Commissioner considered the number of instances of a particular violation in setting the penalty. With regard to the \$750,000 penalty, the Commissioner in the Conclusion lists the eight overarching statutory violations that he found over the course of the Order, states his authority to impose a \$100,000 penalty per violation, and then imposes a \$750,000 penalty. This raises more questions than it answers. It is unclear whether the Commissioner simply imposed a \$93,750 penalty for each overarching statutory violation, regardless of the number of times each statute may have been violated. In other words, did he impose the same penalty for (a) 1st Alliance's purported violation of the SAFE Act, which gave rise to this entire proceeding, as he imposed for (b) its self-corrected violation of the FCRA, and as he imposed for (c) the purported violation of Conn. Gen. Stat. § 36a-53b(2) and separately for (d) the purported violation of § 36a-53b(3), each of which are listed as separate statutory violations in the Conclusion? Or was the penalty calculated by some other method entirely? The Order is silent as to all of these questions.

The Order similarly provides no indication whatsoever of the violations that form the basis for the revocation of 1st Alliance's license. Again, it is unclear whether all purported violations contributed equally to the Commissioner's decision to impose this penalty, or whether some were weighted more heavily than others, or whether some were discounted altogether. Moreover, because the Order does not specify the number of occurrences of each violation, it also does not specify whether the number of occurrences of a particular violation contributed to the decision to revoke 1st Alliance's license.

In sum, the Commissioner was fundamentally unjust and abused his discretion by imposing a \$750,000 penalty and by revoking 1st Alliance's license without explaining in detail the specific factors (and, with regard to the monetary penalty, calculation methodology) underlying those penalties.

E. The Order Imposes Constitutionally Excessive Penalties and the Commissioner Abused His Discretion by Imposing Those Penalties

The Order imposes an unconstitutionally excessive fine under the Eighth Amendment to the United States Constitution and article first, § 8 of the Connecticut Constitution, both by imposing a \$750,000 monetary penalty and, separately, by revoking 1st Alliance's license. As noted above, the Order does not specify the facts or specific violations underlying the Commissioner's decision to impose a \$750,000 fine or revoke 1st Alliance's license. However, such penalties were excessive and grossly disproportionate under the Eighth Amendment to the United States Constitution and article first, Section 8 of the Connecticut Constitution, and thus constituted an abuse of discretion by the Commissioner, in the absence of any evidence of harm to consumers and given the totality of evidence concerning 1st Alliance's policies and practices.

Separately, and in addition to the underlying Constitutional violation, the Commissioner abused his discretion by imposing such unconstitutional penalties.

X. Conclusion

For the reasons set forth above, 1st Alliance respectfully requests that this Court overturn the exorbitant penalties imposed by the Commissioner in the Order.

DATED: November 17, 2022

Respectfully submitted,

1st ALLIANCE LENDING, LLC

s/ Seth R. Klein

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing memorandum was sent on this November 17, 2022, to the Office of the Attorney General by email, as follows:

Patrick Ring	Patrick.Ring@ct.gov
John Langmaid	John.Langmaid@ct.gov

/s/ Seth R. Klein
Seth R. Klein

EXHIBIT A

Byte Data Log Timelines

Each of the following sixteen Byte Data Log Timelines was prepared in conjunction with 1st Alliance's briefing to correspond to one of the sixteen specific transactions discussed in the Order and to summarize, for ease of reference, key elements of the complete Byte log in the record for the relevant transaction.

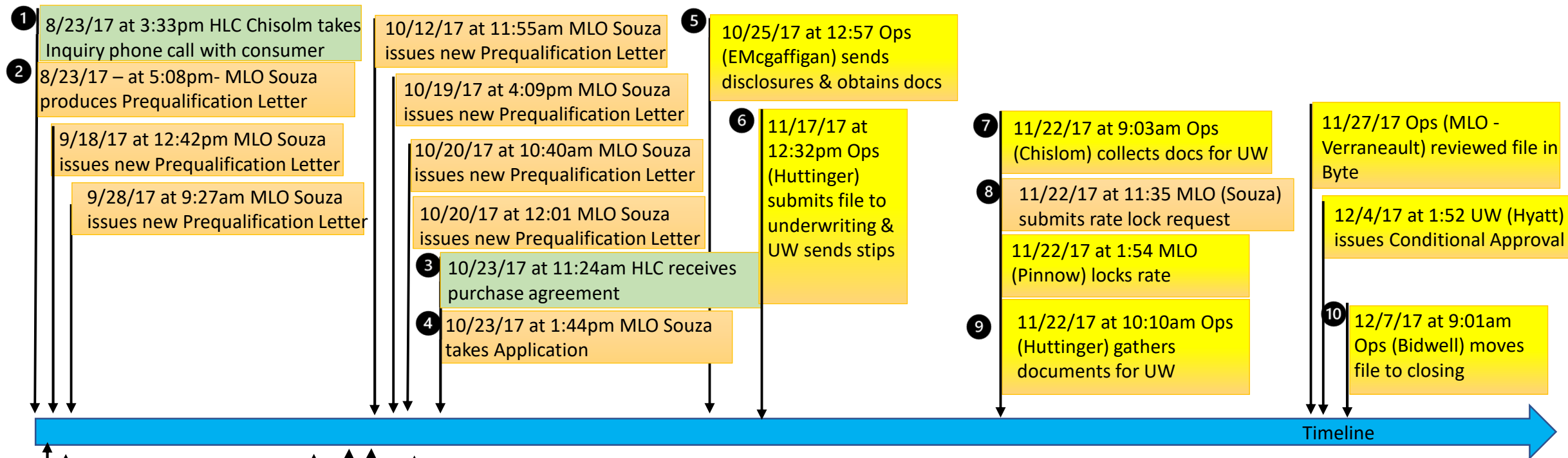
<u>Consumer</u>	<u>Order</u>	<u>Exhibit</u>	<u>Underlying Bates Range</u>
A.J.	¶¶157-162	A1	BYTE 05821-07051
B.T.	¶¶120-122	A2	BYTE 16195-16229, BYTE 16230-16995
C.B.	¶¶123-126	A3	BYTE 13682-13697, BYTE 13698-13898
C.G.	¶¶179-182	A4	BYTE 03673-04820
D.G.	¶¶172-174	A5	BYTE 04821-05820
D.K.	¶¶185-190	A6	BYTE 07052-07160, BYTE 07161-08322, BYTE 08323-09781
D.M.	¶135	A7	BYTE 02548-03413, BYTE 03414-03672
E.B.	¶¶163-165	A8	BYTE 00260-01100
J.L.	¶¶131-134	A9	BYTE 14594-14633, BYTE 14634-14789, BYTE 14790-16194
J.P.	¶¶175-178	A10	BYTE 16996-17028, BYTE 17029-17871
L.R.	¶¶150-156	A11	BYTE 10622-11689
M.C.	¶¶143-149	A12	BYTE 01101-01875, BYTE 01876-02547
M.M.	¶¶136-142	A13	BYTE 09782-10621
R.C.	¶¶183-184	A14	BYTE 13899-13924, BYTE 13925-14593
S.J.	¶¶127-130	A15	BYTE 13078-13270, BYTE 13271-13680
S.S.	¶¶166-171	A16	BYTE 11690-12899 BYTE 12900-13077

The first page of each timeline is a diagram of the progression of that transaction, color-coded by the relevant party taking the action (HLC, MLO or other staff) and with relevant exhibits flagged. The numbered circles correspond with the numbered steps in 1st Alliance's origination process as discussed in Part II.C. of 1st Alliance's Memorandum.

The remaining pages of each timeline reproduce the key numbered events from the first page and provide excerpts from, and cite to, the relevant portions of the underlying Byte log showing the referenced activity. Due to the size of the Byte logs, these summaries cannot always reproduce or cite to every specific relevant line item from the underlying Byte log, but instead provide ranges and then cite to and excerpt relevant examples of the referenced activity.

EXHIBIT A1

Consumer A.J. File Byte Data Log (Bates No. BYTE- 0000005821)



Ex 158 – 9/1/17 - 9/14/17 HLC works with borrower on LOX. HLC asks for signed letters, then will send prequal.

Ex 159- 8/23/17 HLC emails credit report to consumer so they can get letters of explanation on DQs

Ex 157- 10/20/17 10:42am HLC sends prequal letter. Provides rate range of 3.0-6.25%

Ex 38- 10/11/17 realtor tells HLC he is ready to make an offer. Need an updated preapproval letter.

Ex 160 10/2/17 – Consumer says offer was not accepted

Ex 160 9/27/17 – Consumer sends lender list to HLC. HLC says he looked at the list and only one seemed eligible but had income limits. Others would act similarly to 1A.

Ex 160 9/27/17 – Consumer asks about rate. HLC explains he is not a licensed loan officer, but the MLO will discuss rate & lock process. HLC says that MLO estimates closing cost at \$6,500

Borrower had 55 days between early disclosure date 5 and closing date (BYTE6742) .


Legend	
Byte Data Logs	Ops/ management/ staff activity in Byte
	MLO communication with Borrower in Byte
	HLC Activity in Byte
Email	Email Exhibits by CTDOB

1

8/23/17 at 3:33pm HLC Chisolm takes
Inquiry phone call with consumer

BYTE 0000005863
-000005879

BYTE 0000005863

1st Alliance Lending (NMLS ID: 2819)				
Audit Log: Data Modifications for "3013145743"				10/28/2019 08:58:37 AM
Date and Time	User Name	Table and Field	New Value	Object Description
08/23/2017 03:33:04 PM	rchisolm	Loan.LenderCaseNo	3013145743.2	
08/23/2017 03:33:04 PM	rchisolm	Status		
08/23/2017 03:33:04 PM	rchisolm	Status.LoanStatus	Incomplete	
08/23/2017 03:33:05 PM	rchisolm	ExtendedTextValue	[Record Added]	velocity_LeadId

2

8/23/17 – at 5:08pm- MLO Souza
produces Prequalification Letter

BYTE 0000005879
-000005974

BYTE 0000005919

08/23/2017 04:33:49 PM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter
08/23/2017 04:33:49 PM	ssouza	EmbeddedDoc.viewable	True	Prequalified Letter
08/23/2017 04:33:49 PM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter
08/23/2017 04:33:49 PM	ssouza	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter

9/18/17 at 12:42pm MLO Souza
issues new Prequalification Letter

BYTE 0000005931

09/18/2017 12:00:49 PM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter_2
09/18/2017 12:00:49 PM	ssouza	EmbeddedDoc.viewable	True	Prequalified Letter_2
09/18/2017 12:00:49 PM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_2
09/18/2017 12:00:49 PM	ssouza	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter_2

9/28/17 at 9:27am MLO Souza
issues new Prequalification Letter

BYTE 0000005950

09/28/2017 09:28:40 AM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter_4
09/28/2017 09:28:40 AM	ssouza	EmbeddedDoc.viewable	True	Prequalified Letter_4
09/28/2017 09:28:40 AM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_4
09/28/2017 09:28:40 AM	ssouza	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter_4

10/12/17 at 11:55am MLO Souza
issues new Prequalification Letter

BYTE 0000005960

10/12/2017 11:55:49 AM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter_6
10/12/2017 11:55:49 AM	ssouza	EmbeddedDoc.viewable	True	Prequalified Letter_6
10/12/2017 11:55:49 AM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_6
10/12/2017 11:55:49 AM	ssouza	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter_6

10/19/17 at 4:09pm MLO Souza
issues new Prequalification Letter

BYTE 0000005964

10/19/2017 04:09:14 PM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter_7
10/19/2017 04:09:14 PM	ssouza	EmbeddedDoc.viewable	True	Prequalified Letter_7
10/19/2017 04:09:14 PM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_7
www.bytesoftware.com 800-695-1008		Page 102 of 118		


10/20/17 at 10:40am MLO Souza
issues new Prequalification Letter

BYTE 0000005969

10/20/2017 10:40:15 AM	ssouza	EmbeddedDoc	[Record Added]	Prequalified Letter_8
10/20/2017 10:40:15 AM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter_8
www.bytesoftware.com 800-695-1008		Page 107 of 118		

10/20/17 at 12:01 MLO Souza
issues new Prequalification Letter

BYTE 0000005974

1st Alliance Lending (NMLS ID: 2819)				
Audit Log: Data Modifications for "3013145743"				
Date and Time	User Name	Table and Field	New Value	Object Description
10/20/2017 12:01:14 PM	ssouza	EmbeddedDoc	[Record Added]	Prequalified Letter_9
10/20/2017 12:01:14 PM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalified Letter_9
10/20/2017 12:01:14 PM	ssouza	EmbeddedDoc.viewable	True	Prequalified Letter_9
10/20/2017 12:01:14 PM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_9

3 10/23/17 at 11:24am HLC receives
purchase agreement

BYTE 0000005975
-000005975

BYTE 0000005975

10/23/2017 11:24:51 AM	rchislom	EmbeddedDoc.description	Purchase Agreement
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4 10/23/17 at 1:44pm MLO Souza
takes Application

BYTE 0000005976
-000005991

BYTE 0000005976

10/23/2017 01:44:23 PM	ssouza	SubProp.PropertyType	Condominium
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5	10/25/17 at 12:57 Ops (EMcGaffigan) sends disclosures & obtains docs	BYTE 0000005991 -000006221	BYTE 0000006023	10/25/2017 12:57:24 PM emcgaffigan CustomFields.Field01 Disclosures Out
6	11/17/17 at 12:32pm Ops (Huttinger) submits file to underwriting & UW sends stips	BYTE 0000006219 -000006254	BYTE 0000006219 BYTE 0000006254	11/17/2017 12:32:04 PM ahuttinger CustomFields.Field01 Submitted To UW 11/21/2017 02:44:15 PM ahyatt SnapshotFieldValue.fieldvalue UW Stips Sent
7	11/22/17 at 9:03am Ops (Chislom) collects docs for UW	BYTE 0000006254 -000006269	BYTE 0000006257	11/22/2017 09:03:39 AM rchislom EmbeddedDoc.description Lock
8	11/22/17 at 11:35 MLO (Souza) submits rate lock request	BYTE 0000006269 -000006294	BYTE 0000006269	11/22/2017 11:35:36 AM ssouza FileData.FilePath C:\Users\ssouza\ 11/22/2017 11:35:36 AM ssouza FileData.OptimalBlueLoanIdentifier 31911
	11/22/17 at 1:54 MLO (Pinnow) locks rate		BYTE 0000006293	11/22/2017 01:54:36 PM apinnow EmbeddedDoc.description 11-22-17 Rate Lock Confirmation

9

11/22/17 at 10:10am Ops
(Huttinger) gathers
documents for UW

BYTE 0000006254
-000006417

BYTE 0000006262

11/22/2017 10:10:42 AM	ahuttinger	EmbeddedDoc.DocumentTypeCode	LOXLargeDeposits
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11/27/17 Ops (MLO -
Verraneault) reviewed file in
Byte

BYTE 0000006312

11/27/2017 12:15:07 PM	jveraneault	FileData.FilePath	C:\Users\jveraneault\dataNow\Home Folder\Documents
------------------------	-------------	-------------------	--

12/4/17 at 1:52 UW (Hyatt)
issues Conditional Approval

BYTE 0000006417

12/04/2017 01:52:37 PM	ahyatt	Snapshot.oldstatus	Conditional Approval
12/04/2017 01:52:37 PM	ahyatt	Snapshot.newstatus	Clear To Close

BYTE 0000006431
-0000066742

BYTE 0000006431

12/07/2017 09:01:59 AM	lbidwell	Snapshot.oldstatus	Clear To Close
12/07/2017 09:01:59 AM	lbidwell	Snapshot.newstatus	In Closing

10

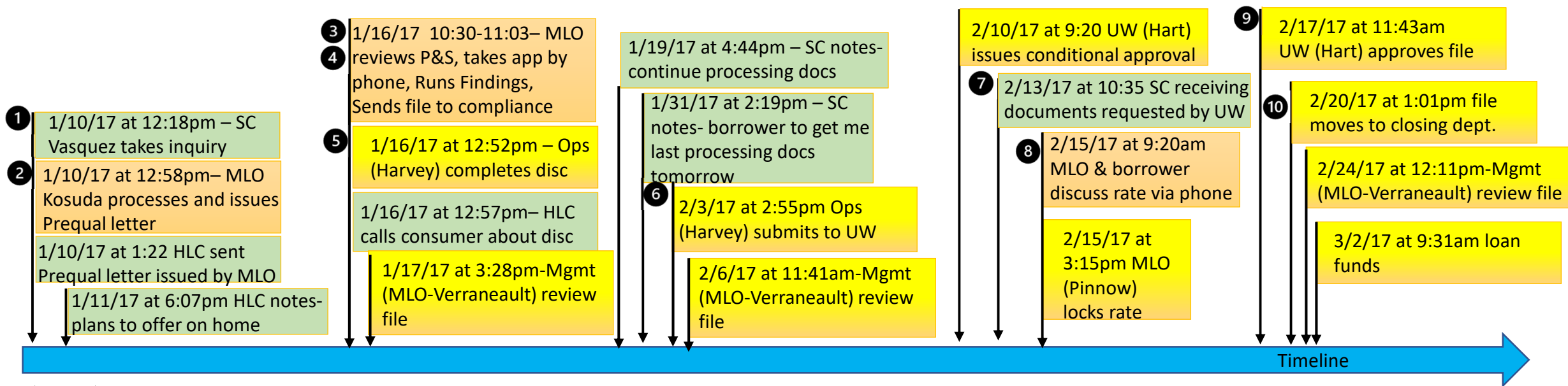
12/7/17 at 9:01am Ops
(Bidwell) moves file to closing

BYTE 0000006742

12/19/2017 10:41:47 AM	awallace	Snapshot.newstatus	Closed
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EXHIBIT A2

Consumer BT File Byte Data Log (Bates No. BYTE- 16195 & 16230)



Ex 66 1/13/17 at 6:30pm – Consumer suggests call at 3:30 tomorrow (1/14/17). Later they agree on 10am Monday (1/16/17)

Ex 66 1/13/17 at 5:06pm – HLC asks for P&S contract and asks to set up application call. HLC sends credit report to consumer

Ex 66 1/13/17 at 5:00pm – Consumer says offer accepted by seller and asks for copy of credit report to see why it is so low.

Ex 66 1/12/17 at 6:09pm – HLC sends estimates of rate and payments to consumer. Explains why rate is 6.25%

Ex 66 1/10/17 at 1:22pm – HLC Sends Prequal Letter and estimated Closing costs to consumer

Borrower had 45 days between early disclosure date **5** and closing date (BYTE16772) .

Legend	
Byte Data Logs	Ops/ management/ staff activity in BDL
	MLO communication with Borrower
	HLC/SC Activity in BDL
Email	Email Exhibit by CTDOB

1 1/10/17 at 12:18pm – SC Vasquez takes inquiry

BYTE 0000016243 -0000016251

BYTE 0000016243

2 1/10/17 at 12:58pm– MLO Kosuda processes and issues Prequal letter

BYTE 0000016251 -0000016274

BYTE 0000016251

1/10/17 – HLC sent Prequal letter issued by MLO

BYTE 0000016273

1/11/17 at 6:07pm HLC notes- plans to offer on home

BYTE 0000016274

BYTE 0000016274

BYTE 0000016274

3 1/16/17 10:30-11:03– MLO reviews P&S, takes application by phone, Runs Findings, Sends file to compliance

4

BYTE 0000016275 -0000016296

BYTE 0000016291

BYTE 0000016298

5 1/16/17 at 12:52pm – Ops (Harvey) completes disc

BYTE 0000016299 -0000016379

BYTE 0000016325

1/16/17 at 12:57pm– HLC calls consumer about disc

BYTE 0000016325

01/10/2017 11:58:23 AM	wvazquez	FileData.FilePath	h:\Documents\BytePro Enterprise\Files\Active Files\	
01/10/2017 11:58:23 AM	wvazquez	ClosingCost.Name	Recording Fee - Deed	Line: 1201; Loan: Active Loan; Loan Program:
01/10/2017 11:58:23 AM	wvazquez	ExtendedDateValue.Value	01/10/2017	TodaysDate
01/10/2017 12:00:09 PM	wvazquez	Borrower	[Record Added]	Borrower Name: Brittany Alyson Newton

01/10/2017 12:58:16 PM	mkosuda	EmbeddedDoc	[Record Added]	Prequalified Letter
01/10/2017 12:58:16 PM	mkosuda	EmbeddedDoc.fileextension	PDF	Prequalified Letter
01/10/2017 12:58:16 PM	mkosuda	EmbeddedDoc.viewable	True	Prequalified Letter

01/10/2017 01:22:20 PM	wvazquez	FileData.FilePath	h:\Documents\BytePro Enterprise\Files\Active Files\	
01/10/2017 01:22:20 PM	wvazquez	CustomFields.Field06	1/10 - sent prequal to borrower. ; 1/10 Preq 180k MKosuda	

01/11/2017 06:07:18 PM	wvazquez	CustomFields.Field06	1/11- offer being put in on a home tomorrow. will wait for	
01/11/2017 06:07:18 PM	wvazquez	CustomFields.Field443	wvazquez 1/11/2017 6:07:18 PM	

01/12/2017 05:49:55 PM	wvazquez	CustomFields.Field06	1/13-next follow up - just need to ask when the offer is good	
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01/14/2017 12:22:14 PM	wvazquez	CustomFields.Field06	1/14- received a pns, awaiting confirmation from borrower	
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01/16/2017 10:53:00 AM	mkosuda	EmbeddedDoc.description	Purchase Agreement	
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01/16/2017 10:59:31 AM	mkosuda	CustomFields.Field406	Application Mon Jan 16 2017 10:55:06 EST; Proceeds: u	
01/16/2017 10:59:31 AM	mkosuda	CustomFields.Field01	With Compliance	

01/16/2017 12:51:30 PM	sharvey	EmbeddedDoc.docstoragemethod	Linked	
01/16/2017 12:52:47 PM	sharvey	CustomFields.Field01	Disclosures Out	

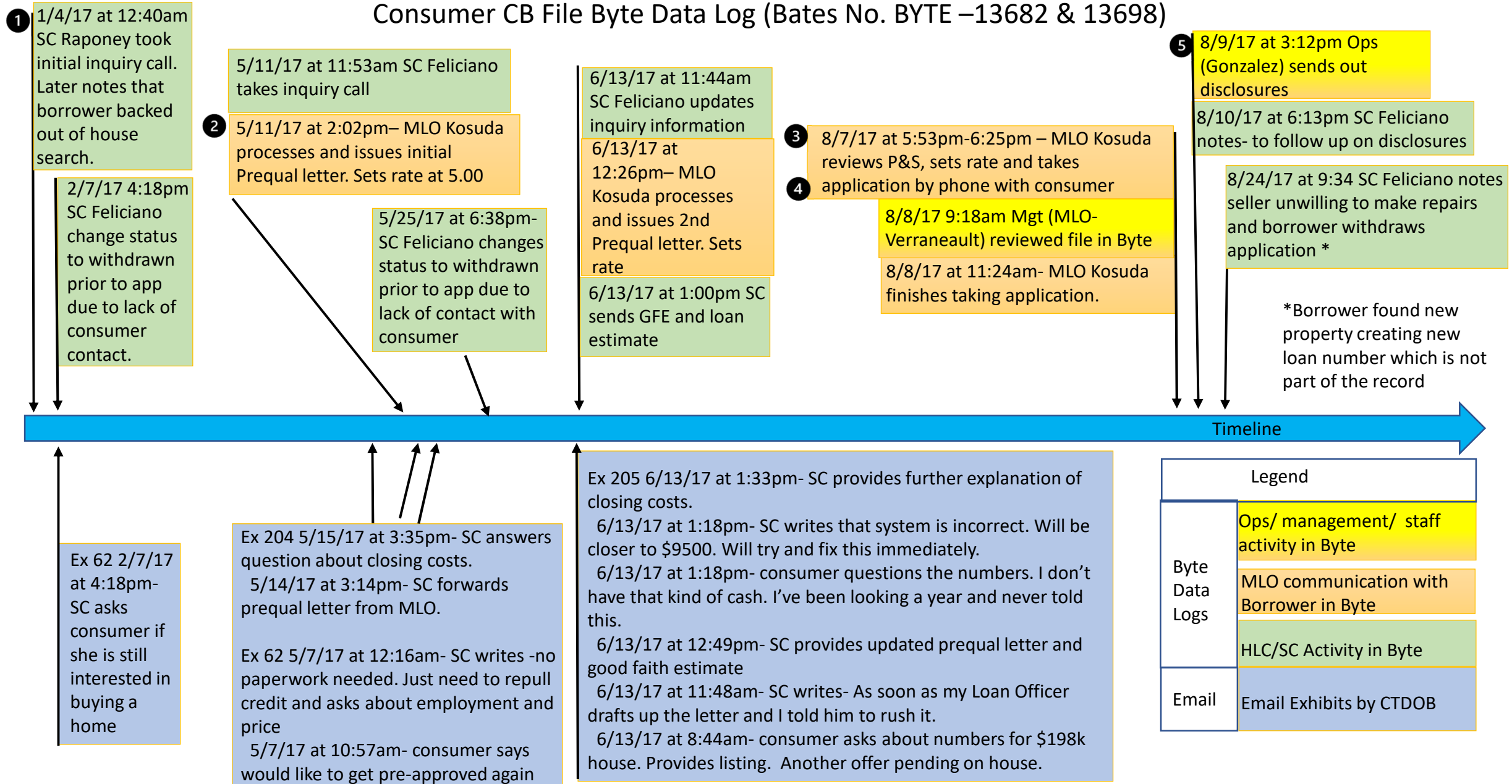
01/16/2017 12:57:13 PM	wvazquez	CustomFields.Field06	1/16 - disclosures just sent out , spoke w/ brittany about h	
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1/17/17 at 3:28pm-Mgmt (MLO-Verraneault) review file	BYTE 0000016201	BYTE 0000016201	01/17/2017 03:28:07 PM	jverraneault	File Opened "Read-Only"	3013112407
1/19/17 at 4:44pm – SC notes-continue processing docs		BYTE 0000016344	01/19/2017 04:44:40 PM	wvazquez	CustomFields.Field06	1/20 - follow up - continue obtaining processing docs. ; 1/
1/31/17 at 2:19pm – SC notes-borrower to get me last processing docs tomorrow		BYTE 0000016358	01/31/2017 02:19:27 PM	wvazquez	CustomFields.Field06	1/31- borrower to get me last processing docs tomorrow
6 2/3/17 at 2:55pm Ops (Harvey) submits to UW	BYTE 0000016379 -0000016405	BYTE 0000016381	02/03/2017 02:55:37 PM	sharvey	Snapshot.newstatus	Submitted
			02/03/2017 02:55:37 PM	sharvey	Snapshot.snapshottype	Underwriting
2/6/17 at 11:41am-Mgmt (MLO-Verraneault) review file	BYTE 0000016207	BYTE 0000016207	02/06/2017 11:41:31 AM	jverraneault	File Opened "Read-Only"	3013112407
2/10/17 at 9:20 UW (Hart) issues conditional approval		BYTE 0000016405	02/10/2017 02:42:57 PM	jhart	Snapshot.newstatus	Conditional Approval
			02/10/2017 02:42:57 PM	jhart	Snapshot.snapshottype	Underwriting
7 2/13/17 at 10:35 SC receiving documents requested by UW	BYTE 0000016405 -0000016411	BYTE 0000016408	02/13/2017 10:35:32 AM	wvazquez	CustomFields.Field06	2/13 - borrower sending me paystubs, rate lock set for 12

8	2/15/17 at 9:20am MLO discuss rate via phone	BYTE 0000016411	BYTE 0000016411	02/15/2017 09:20:55 AM	mkosuda	FileData.FilePath	C:\Users\mkosuda\datanow\Home Folder\Documents\By
		-0000016429		02/15/2017 09:20:55 AM	mkosuda	FileData.OptimalBlueLoanIdentifier	17207
	2/15/17 at 3:15pm MLO (Pinnow) locks rate		BYTE 0000016429	02/15/2017 03:15:18 PM	apinnow	EmbeddedDoc.description	02-15-17 Rate Lock Confirmation
9	2/17/17 at 11:43am UW (Hart) approves file	BYTE 0000016411 -0000016459	BYTE 0000016454	02/17/2017 11:43:21 AM	jhart	CustomFields.Field01	File Approved
10	2/20/17 at 1:01pm file moves to closing dept.	BYTE 0000016463 -0000016773	BYTE 0000016463	02/20/2017 01:01:44 PM	wvazquez	Status.LoanStatus	In Closing
	2/24/17 at 12:11pm-Mgmt (MLO-Verraneault) review file	BYTE 0000016219 -0000016219	BYTE 0000016219	02/24/2017 12:11:06 PM	jverreaneault	File Opened "Read-Only"	3013112407
			BYTE 0000016772	03/02/2017 09:31:53 AM	smitchell	Snapshot.newstatus	Closed
	3/2/17 at 9:31am loan funds		BYTE 0000016773	03/02/2017 09:31:54 AM	smitchell	Status.LoanStatus	Funded

EXHIBIT A3

Consumer CB File Byte Data Log (Bates No. BYTE –13682 & 13698)



Borrower had 15 days between early disclosure date ⑤ and withdraw date (BYTE13883) .

1 1/4/17 at 12:40am SC Raponey took initial inquiry call. Later notes that borrower backed out of house search.

2/7/17 4:18pm SC Feliciano change status to withdrawn prior to app due to lack of consumer contact.

5/11/17 at 11:53am SC Feliciano takes inquiry call

2 5/11/17 at 2:02pm– MLO Kosuda processes and issues initial Prequal letter. Sets rate at 5.00

BYTE 0000013698
-0000013719

BYTE 0000013698

1st Alliance Lending (NMLS ID: 2819)			
Audit Log: Events for "3013114669"			
Date and Time	User Name	Event Type	Details
01/04/2017 12:40:31 PM	ARaponey	File Created	3013114669

BYTE 0000013715

02/07/2017 04:18:33 PM	afeliciano	Status.LoanStatus	Withdrawn - Prior to Application
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BYTE 0000013715

05/11/2017 11:53:27 AM	afeliciano	FileData.FilePath	C:\Users\afeliciano\datanow\Home Folder\Documents\By
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BYTE 0000013720

05/11/2017 02:02:46 PM	mkosuda	Loan.IntRate	5.000
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BYTE 0000013733

05/11/2017 02:08:13 PM	mkosuda	CustomFields.Field01	Pre-qual letter sent
05/11/2017 02:08:32 PM	mkosuda	CustomFields.Field06	5/11 preq 215k, accept findings MKosuda; 5/11-borrower

BYTE 0000013734

05/25/2017 06:38:15 PM	afeliciano	CustomFields.Field06	5/25-WD no contact-afeliciano
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BYTE 0000013734

05/25/2017 06:38:26 PM	afeliciano	Status.LoanStatus	Withdrawn - Prior to Application
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5/25/17 at 6:38pm-SC Feliciano changes status to withdrawn prior to app due to lack of contact with consumer

6/13/17 at 11:44am SC Feliciano updates inquiry information

BYTE 0000013739

06/13/2017 11:44:16 AM	afeliciano	CustomFields.Field06	6/14-borrower putting in offer-afeliciano
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BYTE 0000013739

06/13/2017 12:26:08 PM	mkosuda	FileData.FilePath	C:\Users\mkosuda\datanow\Home Folder\Documents\By
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BYTE 0000013740

06/13/2017 12:26:08 PM	mkosuda	Loan._PITI	1,658.43
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BYTE 0000013742

06/13/2017 12:26:24 PM	mkosuda	EmbeddedDoc.description	Prequalified Letter_2
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6/13/17 at 12:26pm– MLO Kosuda processes and issues 2nd Prequal letter. Sets rate

BYTE 0000013747

06/13/2017 01:00:41 PM	afeliciano	EmbeddedDoc.description	Good Faith Estimate Page 1
------------------------	------------	-------------------------	----------------------------

BYTE 0000013749

06/13/2017 01:00:41 PM	afeliciano	EmbeddedDoc.documenttypecode	LoanEstimate
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6/13/17 at 1:00pm SC sends GFE and loan estimate

3
4
8/7/17 at 5:53pm-6:25pm – MLO Kosuda reviews P&S, sets rate and takes application by phone with consumer

8/8/17 9:18am Mgt (MLO-Verraneault) reviewed file in Byte

8/8/17 at 11:24am- MLO Kosuda finishes taking application.

5
8/9/17 at 3:12pm Ops (Gonzalez) sends out disclosures

8/10/17 at 6:13pm SC Feliciano notes- to follow up on disclosures

8/24/17 at 9:34 SC Feliciano notes seller unwilling to make repairs and borrower withdraws application

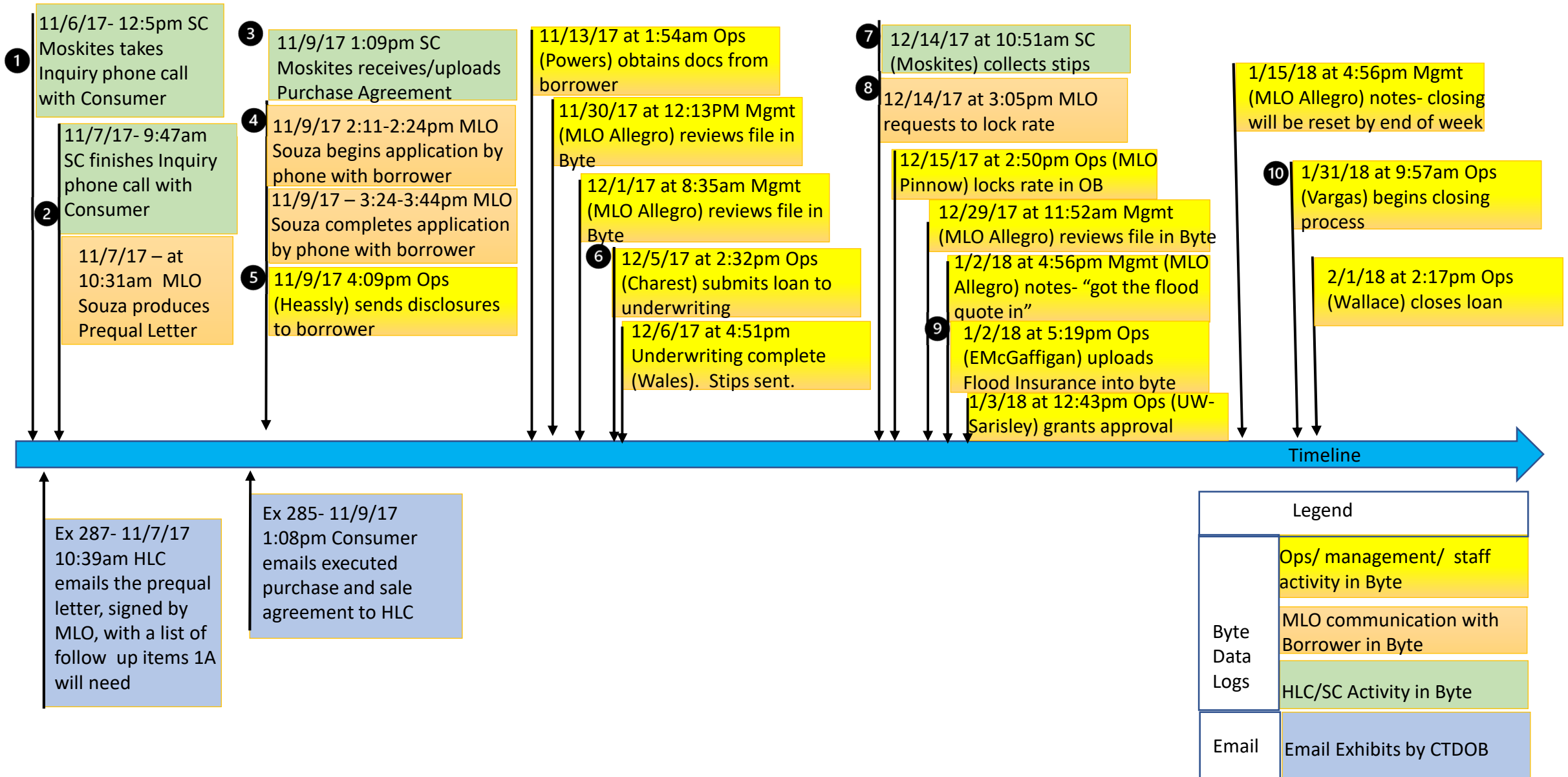
BYTE 0000013757
-0000013772

BYTE 0000013778
-0000013883

BYTE 0000013768	08/07/2017 06:04:33 PM	mkosuda	Task.description	Review P&G
BYTE 0000013765	08/07/2017 06:01:55 PM	mkosuda	EmbeddedDoc.description	Purchase Agreement
BYTE 0000013767	08/07/2017 06:04:16 PM	mkosuda	Loan._PITI	1,831.85
BYTE 0000013772	08/07/2017 06:04:43 PM	mkosuda	CustomFields.Field06	8/7 1003 complete MKosuda; ; 8/8-fu for docs-afeliciano
BYTE 0000013686	08/08/2017 09:18:27 AM	jveraneault	File Opened "Read-Only"	3013114669
BYTE 0000013777	08/08/2017 11:18:18 AM	mkosuda	Fanrie.Recommendation	Approve/Eligible
BYTE 0000013796	08/09/2017 03:12:32 PM	ngonzales	CustomFields.Field01	Disclosures Out
BYTE 0000013797	08/10/2017 06:13:44 PM	afeliciano	CustomFields.Field06	8/11-fu for docs, make sure disclosures are signed-afelic
BYTE 0000013883	08/24/2017 09:34:40 AM	afeliciano	CustomFields.Field06	8/24-seller unwilling to make repairs-afeliciano
BYTE 0000013883	08/24/2017 12:50:44 PM	btulin	HMDA.ActionTaken	Application Withdrawn By Applicant

EXHIBIT A4

Consumer C.G. File Byte Data Log (Bates No. BYTE- 0000003673)



Borrower had 84 days between early disclosure date **5** and closing date (BYTE4528) .

1 11/6/17- 12:5pm SC
Moskites takes Inquiry
phone call with Consumer

BYTE 0000003673
-000003731

BYTE 0000003673

11/7/17- 9:47am SC finishes
Inquiry phone call with
Consumer

BYTE 0000003731

2 11/7/17 – at 10:31am
MLO Souza produces
Prequal Letter

BYTE 0000003721
-000003757

BYTE 0000003752

3 11/9/17 – at 1:09pm SC
Moskites receives/uploads
Purchase Agreement

BYTE 0000003763
-000003764

BYTE 0000003763

4 11/9/17 2:11-2:24pm MLO
Souza begins taking
application by phone with
borrower

BYTE 0000003764
-000003774

BYTE 0000003764

11/9/17 – 3:24-3:44pm MLO
Souza completes application
by phone with borrower

BYTE 0000003769

5 11/9/17 4:09pm Ops
(Heassly) sends disclosures
to borrower

BYTE 0000003774
-000003754

BYTE 0000003794

11/13/17 1:54am Ops
(Powers) obtains docs from
borrower

BYTE 0000003829

BYTE 0000003875

1st Alliance Lending (NMLS ID: 2819)

Audit Log: Events for "3013158503"

Date and Time	User Name	Event Type	Details
11/06/2017 12:52:07 PM	tmoskites	File Created	3013158503

11/07/2017 09:47:02 AM	tmoskites	Borrower.Age	24
11/07/2017 09:47:02 AM	tmoskites	Borrower.Age	31

11/07/2017 10:29:39 AM	ssouza	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69
11/07/2017 10:29:39 AM	ssouza	EmbeddedDoc.displayorder	4
11/07/2017 10:29:39 AM	ssouza	EmbeddedDoc.description	Prequalified Letter

11/09/2017 02:18:18 PM	ssouza	Status._ApplicationTestResult	Six Data Points Entered - Application Date Not Entered
11/09/2017 02:18:18 PM	ssouza	Borrower.PostClosingMailingStreet	27 Sholes Avenue

11/09/2017 03:41:05 PM	ssouza	Application._LiquidAssets	29,100.00
11/09/2017 03:41:05 PM	ssouza	Application._TotalAssets	129,100.00

11/09/2017 04:15:19 PM	khaessly	EmbeddedDoc.description	Unsigned Initial Disclosures
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11/13/2017 09:01:54 AM	bpowers	EmbeddedDoc.Description	Signed Disclosure	Signed Disclosure
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11/30/2017 09:43:04 AM	bpowers	EmbeddedDoc.DisplayOrder	10	TAX RETURNS
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11/30/17 at 12:13PM Mgmt (MLO Allegro) reviews file in Byte

BYTE 0000003893

11/30/2017 12:13:48 PM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byte
11/30/2017 12:13:48 PM	nallegro	Loan._TaxeeAndInsurance	635.69
11/30/2017 12:13:48 PM	nallegro	Loan._PrepaysWith902And905PBA	5213.15

12/1/17 at 8:35am Mgmt (MLO Allegro) reviews file in Byte

BYTE 0000003898

12/01/2017 08:35:09 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byte
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6 12/5/17 at 2:32pm Ops (Charest) submits loan to underwriting

BYTE 0000003979
-000004002

BYTE 0000003979

12/05/2017 02:32:17 PM	bcharest	CustomFields.Field01	Submitted To UW
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12/6/17 at 4:51pm Underwriting complete (Wales). Stips sent.

BYTE 0000004001

12/06/2017 04:51:12 PM	mwales	SnapshotFieldValue.fieldvalue	UW Stips Sent
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7 12/14/17 at 10:51am SC (Moskites) collects stips

BYTE 0000004004
-000004008

BYTE 0000004007

12/14/2017 10:51:21 AM	tmoskites	EmbeddedDoc.documenttypecode	LOX-Addresses
------------------------	-----------	------------------------------	---------------

8 12/14/17 at 3:05pm MLO requests to lock rate

BYTE 0000004009
-000004036

BYTE 0000004008

12/14/2017 03:05:36 PM	ssouza	FileData.FilePath	C:\Users\ssouza\file director\Home Folder\Documents\Byte
12/14/2017 03:05:36 PM	ssouza	FileData.OptimalBlueLoanIdentifier	32806

12/15/17 at 2:50pm Ops (MLO Pinnow) locks rate in OB

BYTE 0000004036

12/15/2017 02:50:50 PM	apinnow	EmbeddedDoc.description	12-15-17 Rate Lock Confirmation
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12/29/17 at 11:52am Mgmt
(MLO Allegro) reviews file in
Byte

BYTE 0000004101

12/29/2017 11:52:10 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byt
12/29/2017 11:52:10 AM	nallegro	ExtendedDateValue.Value	12/29/2017

1/2/18 at 4:56pm Mgmt
(MLO Allegro) notes- "got
the flood quote in"

BYTE 0000004108

01/02/2018 04:56:12 PM	nallegro	Conversation.notes	< Nicholas Allegro : 1/02/2018 4:56 PM EST >; Got the fl
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1/2/18 at 5:19pm Ops
(EMcGaffigan) uploads
Flood Insurance into byte

BYTE 0000004109
-000004349

BYTE 0000004109

01/02/2018 05:19:13 PM	emcgaffigan	EmbeddedDoc	[Record Added]	Flood Insurance Agreement
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1/3/18 at 12:43pm Ops
(UW- Sarisley) grants
approval

BYTE 0000004164

01/03/2018 12:43:04 PM	asarisley	ExtendedTextValue.Value	Conditions reviewed. Clear to Close.
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BYTE 0000004164

01/03/2018 12:43:04 PM	asarisley	CustomFields.Field01	File Approved
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1/15/18 at 4:56pm Mgmt
(MLO Allegro) notes- closing
will be reset by end of week

BYTE 0000004349

01/15/2018 03:41:48 PM	nallegro	Conversation.notes	< Nicholas Allegro : 1/15/2018 3:41 PM EST >; Closing v
01/15/2018 03:41:48 PM	nallegro	Conversation.conversationtime	2018-01-15T15:41:35.1050039-05:00

1/31/18 at 9:57am Ops
(Vargas) begins closing
process

BYTE 0000004485
-000004528

BYTE 0000004485

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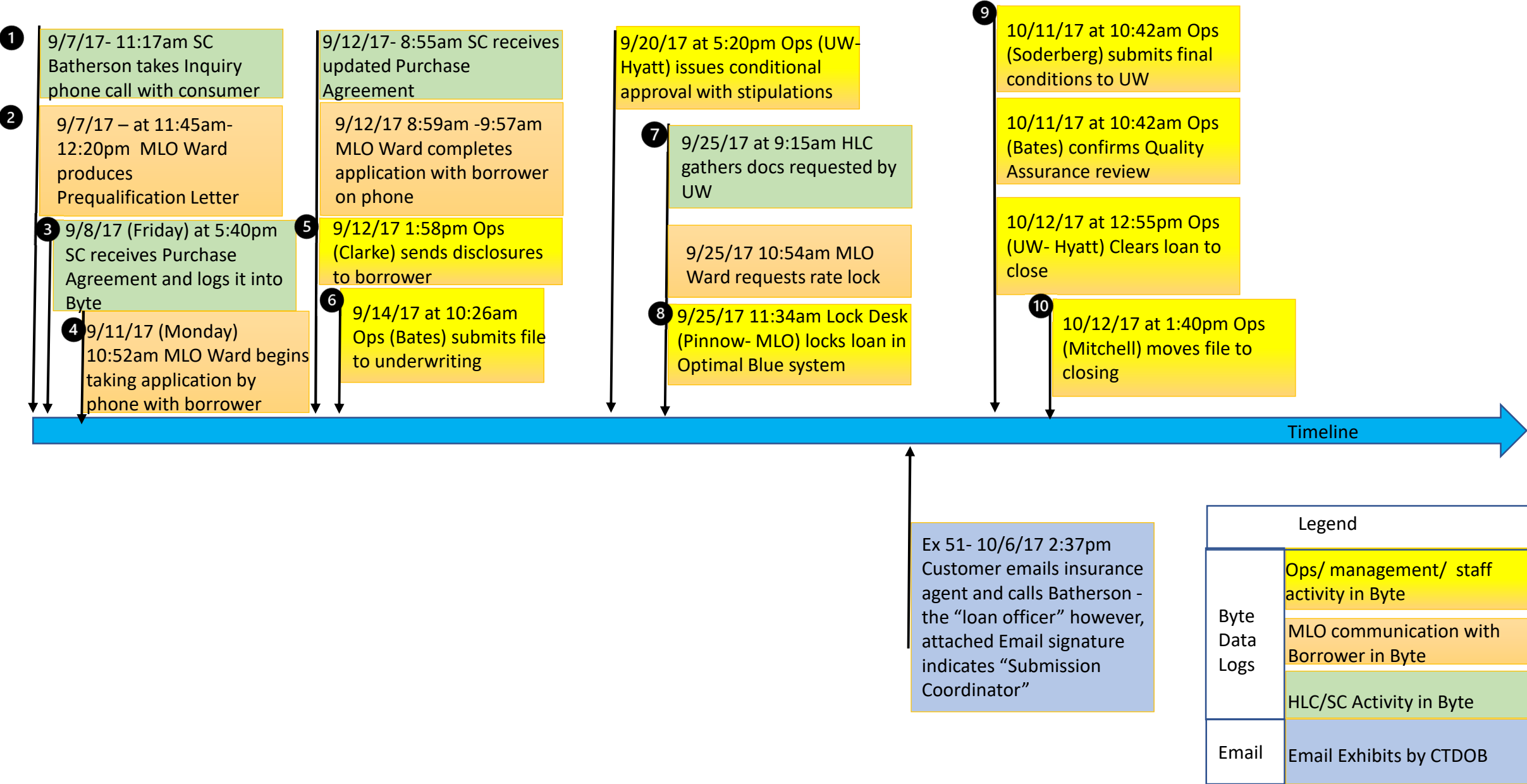
2/1/18 at 2:17pm Ops
(Wallace) closes loan

BYTE 0000004528

02/01/2018 02:17:14 PM	awallace	Status.LoanStatus	Closed
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EXHIBIT A5

Consumer D.G. File Byte Data Log (Bates No. BYTE- 4821)



Borrower had 37 days between early disclosure date 5 and closing date (BYTE5565) .

Audit Log: Data Modifications for "3013148203"

Date and Time	User Name	Table and Field	New Value
09/07/2017 11:17:35 AM	rbatherson	Loan.LenderCaseNo	3013148203.2

09/07/2017 12:20:05 PM	eward	EmbeddedDoc.viewable	True	Prequalified Letter \$315k
09/07/2017 12:20:05 PM	eward	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter \$315k
09/07/2017 12:20:05 PM	eward	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter \$315k
09/07/2017 12:20:05 PM	eward	EmbeddedDoc.displayorder	4	Prequalified Letter \$315k
09/07/2017 12:20:05 PM	eward	EmbeddedDoc.description	Prequalified Letter	Prequalified Letter \$315k
09/07/2017 12:20:05 PM	eward	EmbeddedDoc.isautoindexingrequire	0	Prequalified Letter \$315k
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09/08/2017 05:40:36 PM	rbatherson	EmbeddedDoc.description	Purchase Agreement
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09/11/2017 10:56:42 AM	eward	Status._ApplicationTestResult	Six Data Points Entered
09/11/2017 10:56:42 AM	eward	Borrower.PostClosingMailingStreet	166 Cottage Dr
09/11/2017 10:56:42 AM	eward	Borrower.PostClosingMailingStreet	166 Cottage Dr
09/11/2017 10:56:42 AM	eward	SubProp.AppraisedValue	299,000.00

09/12/2017 08:55:45 AM	rbatherson	ExtendedDateValue.Value	09/12/2017	TodaysDate
09/12/2017 08:57:17 AM	rbatherson	EmbeddedDoc	[Record Added]	Purchase Agreement - Unsigned by Seller
09/12/2017 08:57:17 AM	rbatherson	EmbeddedDoc.fileextension	pdf	Purchase Agreement - Unsigned by Seller
09/12/2017 08:57:17 AM	rbatherson	EmbeddedDoc.viewable	True	Purchase Agreement - Unsigned by Seller
09/12/2017 08:57:17 AM	rbatherson	EmbeddedDoc.docstoragesource	Manually Added	Purchase Agreement - Unsigned by Seller

09/12/2017 08:59:32 AM	eward	Borrower.PostClosingMailingStreet	
09/12/2017 08:59:32 AM	eward	Borrower.PostClosingMailingStreet	
09/12/2017 08:59:32 AM	eward	SubProp.AppraisedValue	

1 9/7/17- 11:17am SC Batherson takes Inquiry phone call with Consumer

BYTE 0000004854
-0000004874

BYTE 0000004854

BYTE 0000001211

2 9/7/17 – at 11:45am-12:20pm MLO Ward produces Prequalification Letter

BYTE 0000004874
-0000004904

BYTE 0000004902

3 9/8/17 (Friday) at 5:40pm SC receives Purchase Agreement and logs it into Byte

BYTE 0000004905
-0000004906

BYTE 0000004905

4 9/11/17 (Monday) 10:52am MLO Ward begins taking application by phone with borrower

BYTE 0000004906
-0000004932

BYTE 0000004906

9/12/17- 8:55am SC receives updated Purchase Agreement

BYTE 0000004911

9/12/17 8:59am -9:57am MLO Ward completes application with borrower on phone

BYTE 0000004912

5 9/12/17 at 2:02pm Ops (Clarke) sends disclosures to borrower

9/13/17 at 9:37am SC obtains documents for processing

9/13/17 at 5:36pm Ops (Soderberg) sends file to Quality Assurance

BYTE 0000004912-0000005048

BYTE 0000004954

BYTE 0000004960

BYTE 0000005016

6 9/14/17 at 10:26am Ops (Bates) submits file to underwriting

9/20/17 at 5:20pm Ops (UW-Hyatt) issues conditional approval with stipulations

BYTE 0000005042-0000005060

BYTE 0000005042

BYTE 0000005048

BYTE 0000005055

BYTE 0000005060

7 9/25/17 at 9:15am HLC gathers docs requested by UW

BYTE 0000005064-0000005086

BYTE 0000005074

BYTE 0000005076

BYTE 0000005081

8 9/25/17 10:54am MLO Ward requests rate lock

9/25/17 11:34am Lock Desk (Pinnow- MLO) locks loan in Optimal Blue system

BYTE 0000005089-0000005117

BYTE 0000005117

09/12/2017 02:02:59 PM	tclarke	CustomFields.Field01	Disclosures Out
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09/13/2017 09:37:50 AM	rbatherson	EmbeddedDoc.documenttypecode	BankStatement
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09/13/2017 05:36:22 PM	esoderberg	CustomFields.Field01	File to QA Specialist
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09/14/2017 10:26:57 AM	bbates	CustomFields.Field01	Submitted To UW
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09/19/2017 04:17:37 PM	ahyatt	FileData.UnderwriterUserName	ahyatt
------------------------	--------	------------------------------	--------

09/20/2017 05:20:50 PM	ahyatt	ExtendedBooleanValue.name	UWConditionalLoanApproval
------------------------	--------	---------------------------	---------------------------

09/20/2017 05:20:50 PM	ahyatt	Condition.DescriptionTemplate	Document the borrower's personal property(RV) sales
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09/25/2017 09:15:42 AM	rbatherson	EmbeddedDoc.description	Homeowners Insurance
------------------------	------------	-------------------------	----------------------

09/25/2017 09:20:17 AM	rbatherson	EmbeddedDoc.description	LOX on payments
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09/25/2017 09:27:38 AM	rbatherson	EmbeddedDoc.description	LOX on BK
------------------------	------------	-------------------------	-----------

09/25/2017 10:54:57 AM	eward	FileData.OptimalBlueLoanIdentifier	28766
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09/25/2017 11:34:02 AM	apinnow	EmbeddedDoc.DocumentCategoryCo	APP	09-25-17 Rate Lock Confirmation Gambino
09/25/2017 11:34:02 AM	apinnow	EmbeddedDoc.ConditionID	1319821	09-25-17 Rate Lock Confirmation Gambino
09/25/2017 11:34:02 AM	apinnow	EmbeddedDoc.DocumentTypeCode	LockReqTerms	09-25-17 Rate Lock Confirmation Gambino
09/25/2017 11:34:02 AM	apinnow	EmbeddedDoc.Status	Approved	09-25-17 Rate Lock Confirmation Gambino

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9

10/11/17 at 10:42am Ops
(Soderberg) submits final
conditions to UW

BYTE 0000005117
-0000005268

BYTE 0000005234

10/11/2017 10:37:43 AM	esoderberg	CustomFields.Field01	Final Conditions
------------------------	------------	----------------------	------------------

10/11/17 at 10:42am Ops
(Bates) confirms Quality
Assurance review

BYTE 0000005234

10/11/2017 10:42:36 AM	bbates	ExtendedTextValue.Value	QAS reviewed first.
------------------------	--------	-------------------------	---------------------

10/12/17 at 12:55pm Ops
(UW- Hyatt) Clears loan to
close

BYTE 0000005266

10/12/2017 12:55:34 PM	ahyatt	ExtendedTextValue.Value	Conditions reviewed. Clear to Close.
10/12/2017 12:55:34 PM	ahyatt	CustomFields.Field01	File Approved

10

10/12/17 at 1:40pm Ops
(Mitchell) moves file to
closing

BYTE 0000005268
-0000005565

BYTE 0000005274

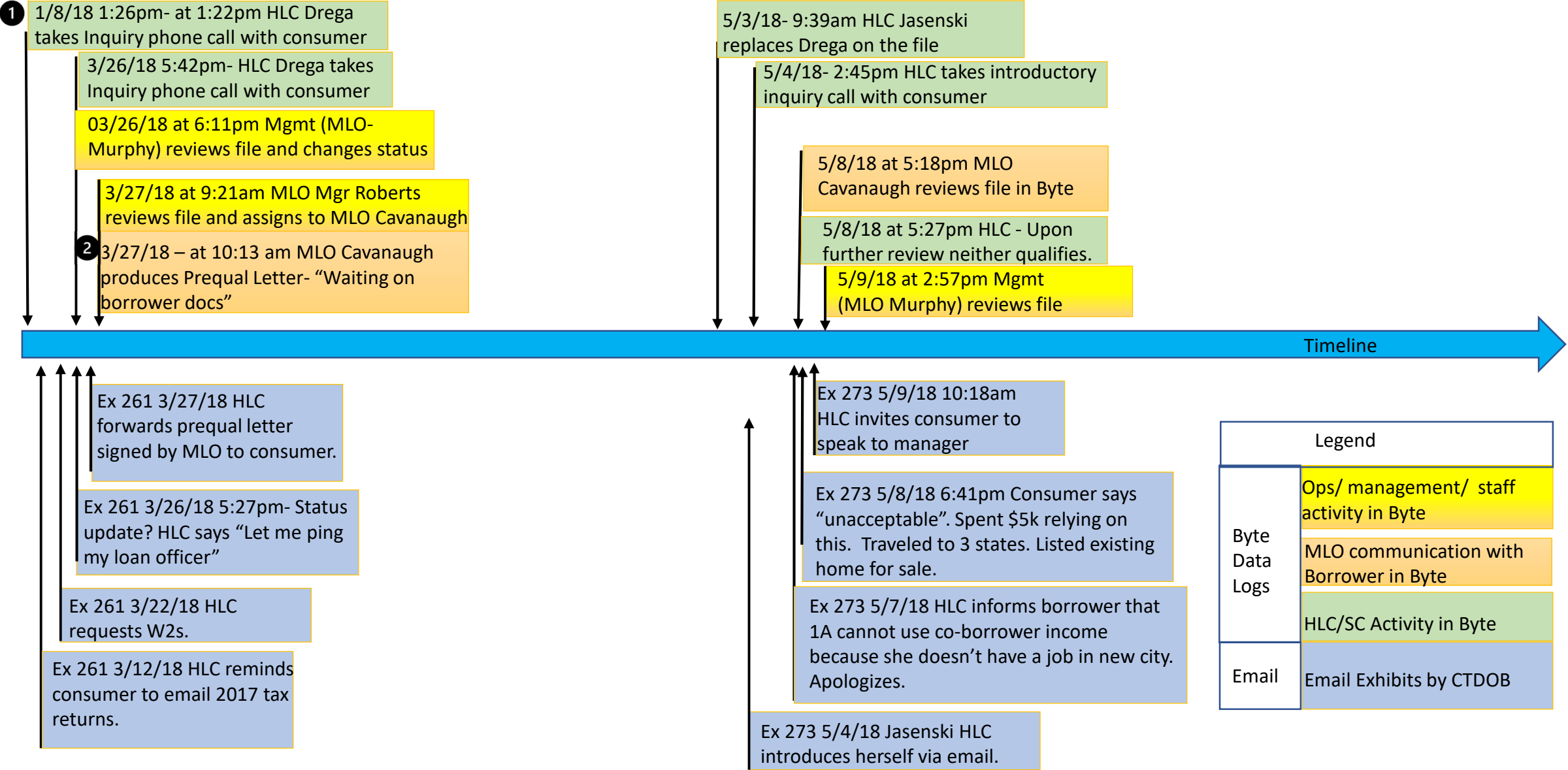
10/12/2017 01:40:26 PM	smitchell	Snapshot.newstatus	In Closing
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BYTE 0000005565

10/19/2017 04:28:56 PM	awallace	Snapshot.newstatus	Closed
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EXHIBIT A6

Consumer D.K. File Byte Data Log (Bates No. BYTE- 7052)



1 1/8/18 1:26pm- at 1:22pm
HLC Drega takes Inquiry
phone call with consumer.
Puts consumer on a plan.

BYTE 0000007059
-0000007103

BYTE 0000007059

3/26/18 5:42pm- HLC Drega takes
Inquiry phone call with Knapic

BYTE 0000007084

BYTE 0000007100

03/26/18 at 6:11pm Mgmt
(MLO- Murphy) reviews file and
changes status

BYTE 0000007103
-0000007104

BYTE 0000007104

3/27/18 at 9:21am MLO Mgr Roberts
reviews file and assigns to MLO Cavanaugh

BYTE 0000007105

2 3/27/18 – at 10:13 am MLO Cavanaugh
produces Prequal Letter- “Waiting on
borrower docs”

BYTE 0000007105
-0000007139

BYTE 0000007139

5/3/18- 9:39am HLC Jasenski
replaces Drega on the file

BYTE 0000007140
-0000007140

BYTE 0000007140

1st Alliance Lending (NMLS ID: 2819)				
Audit Log: Data Modifications for "3013167273"				10/25
Date and Time	User Name	Table and Field	New Value	Object Description
01/08/2018 01:26:57 PM	mdrega	Loan.LenderCaseNo	3013167273.2	
01/08/2018 01:26:57 PM	mdrega	Status		
01/08/2018 01:26:57 PM	mdrega	Status.LoanStatus	Incomplete	
01/19/2018 10:26:17 AM	mdrega	Status.LoanStatus		On A Plan
03/26/2018 05:26:27 PM	mdrega	ExtendedDateValue.Value	03/26/2018	TodaysDate
03/26/2018 05:42:40 PM	mdrega	Debt	[Record Added]	
03/26/2018 05:42:40 PM	mdrega	Debt.borrowerid	1258419	
03/26/2018 06:11:27 PM	kmurphy	Snapshot.oldstatus		On A Plan
03/26/2018 06:11:27 PM	kmurphy	Snapshot.newstatus		Prequalified
03/27/2018 09:21:48 AM	droberts	FileData.LoanOfficerUserName	scavanaugh	
03/27/2018 09:21:48 AM	droberts	FileData.FilePath	C:\Users\droberts\file director\Home Folder\Documents\I	
03/27/2018 09:21:48 AM	droberts	Party.Street	111 Founders Plaza Suite 1300	Loan Officer
03/27/2018 09:21:48 AM	droberts	Party.LastName	Cavanaugh	Loan Officer
03/27/2018 09:21:48 AM	droberts	Party.Company	1st Alliance Lending	Loan Officer
03/27/2018 09:21:48 AM	droberts	Party.Email	scavanaugh@1agroup.com	Loan Officer
03/27/2018 11:05:39 AM	scavanaugh	CustomFields.Field06	3/27 - \$310k FHA Purchase, 3.5% down - DU Accept; 4.1	
03/27/2018 11:05:39 AM	scavanaugh	CustomFields.Field443	scavanaugh 3/27/2018 11:05:39 AM	
03/27/2018 11:05:47 AM	scavanaugh	CustomFields.Field01	Waiting on Borrower Docs	
05/03/2018 09:39:36 AM	mdrega	ExtendedDateValue.Value	05/03/2018	TodaysDate
05/03/2018 06:38:22 PM	kmurphy	FileData.FilePath	C:\Users\kmurphy\file director\Home Folder\Documents\I	
05/03/2018 06:38:22 PM	kmurphy	FileData.OtherUserName	kjasenski	
05/03/2018 06:38:22 PM	kmurphy	Party.LastName	Jasenski	Home Loan Consultant

5/4/18- 2:45pm HLC takes introductory inquiry call with consumer

BYTE 0000007140
-0000007143

BYTE 0000007140

05/04/2018 01:27:47 PM	kjasenski	CustomFields.Field06	5/4 - KJasenski's file now. Reached out to borrower and i
05/04/2018 01:27:47 PM	kjasenski	CustomFields.Field443	kjasenski 5/4/2018 1:27:47 PM
05/04/2018 01:29:37 PM	kjasenski	CustomFields.Field06	3/27 - \$310k FHA Purchase, 3.5% down - DU Accept; 4.1

5/8/18 at 5:18pm Cavanaugh reviews income in Byte

BYTE 0000007140
-0000007145

BYTE 0000007143

05/08/2018 05:18:33 PM	scavanaugh	Income	[Record Added]
05/08/2018 05:18:33 PM	scavanaugh	Income.incometype	Base Income
05/08/2018 05:18:33 PM	scavanaugh	Income._ratedescription	Variable
05/08/2018 05:18:33 PM	scavanaugh	Income.variableperiod1months	1

5/8/18 at 5:27pm HLC - Upon further review neither qualifies. Confirmed by MLO Cavanaugh.

BYTE 0000007145
-0000007145

BYTE 0000007145

05/08/2018 05:27:00 PM	kjasenski	CustomFields.Field06	Upon further review of income docs, it is found that neith
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5/9/18 at 2:57pm Mgmt (MLO Murphy) reviews file

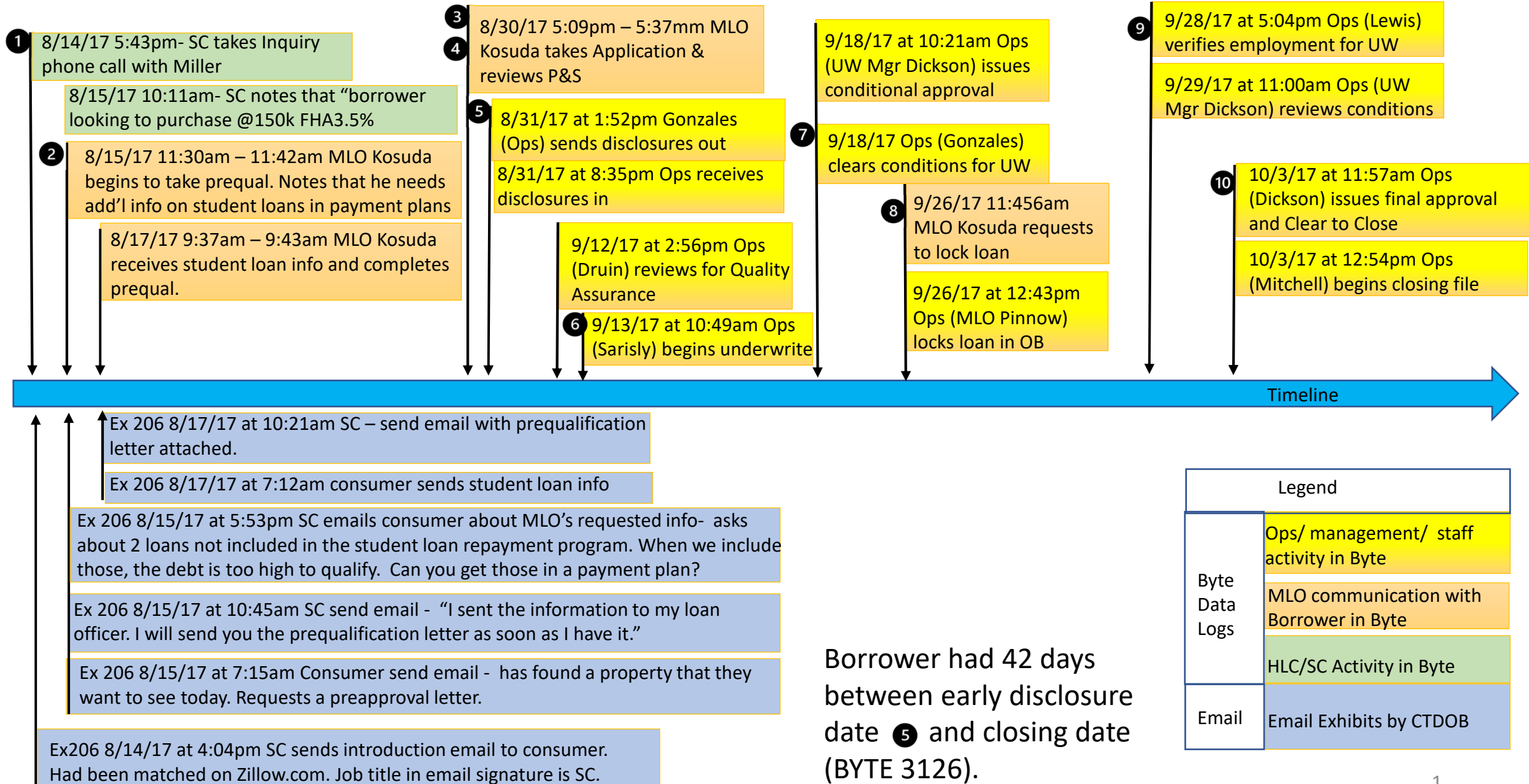
BYTE 0000007151
-0000007156

BYTE 0000007151
BYTE 0000007156

05/09/2018 02:57:38 PM	kmurphy	FileData.FilePath	C:\Users\kmurphy\file director\Hc
05/11/2018 10:42:20 AM	kmurphy	CustomFields.Field01	Not Qualified - Income Insufficient

EXHIBIT A7

Consumer D.M. File Byte Data Log (Bates No. BYTE- 2548)



1

8/14/17 5:43pm- SC takes Inquiry phone call with Miller

BYTE 0000002577
-0000002592

BYTE 000002577

1st Alliance Lending (NMLS ID: 2819)				
Audit Log: Data Modifications for "3013144218"				10/24/2019 09:04:
Date and Time	User Name	Table and Field	New Value	Object Description
08/14/2017 05:43:16 PM	afeliciano	Loan.LenderCaseNo	3013144218.2	
08/14/2017 05:43:16 PM	afeliciano	Status		

8/15/17 10:11am- SC notes that "borrower looking to purchase @150k FHA3.5%

BYTE 000002592

08/15/2017 10:12:29 AM	afeliciano	CustomFields.Field06	8/15-borrower looking to purchase @ 150k FHA 3.5%, se
08/15/2017 10:12:29 AM	afeliciano	CustomFields.Field443	afeliciano 8/15/2017 10:12:28 AM

2

8/15/17 11:30am – 11:42am MLO Kosuda begins to take prequal. Notes that he needs add'l info on student loans in payment plans

BYTE 0000002592
-0000002627

BYTE 000002623

08/15/2017 11:42:21 AM	mkosuda	CustomFields.Field06	8/15 confirming accounts included in repayment plan MK
08/15/2017 11:42:21 AM	mkosuda	CustomFields.Field443	mkosuda 8/15/2017 11:42:21 AM
08/15/2017 11:42:33 AM	mkosuda	CustomFields.Field01	Info Needed

8/17/17 9:37am – 9:43am MLO Kosuda receives student loan info and completes prequal.

BYTE 000002627

08/17/2017 09:43:16 AM	mkosuda	EmbeddedDoc.description	Prequalified Letter	Prequalified Letter
08/17/2017 09:43:16 AM	mkosuda	EmbeddedDoc.isautoindexingrequirec	0	Prequalified Letter

3

8/30/17 5:09pm – 5:37mm MLO Kosuda takes Application & reviews P&S

BYTE 0000002629
-0000002655

BYTE 000002645

08/30/2017 05:32:05 PM	mkosuda	EmbeddedDoc.description	Purchase Agreement
08/30/2017 05:37:07 PM	mkosuda	SnapshotFieldValue.snapshotid	1334668
08/30/2017 05:37:07 PM	mkosuda	CustomFields.Field406	Application Wed Aug 30 2017 17:36:56 EDT; Proceeds: 1
08/30/2017 05:37:07 PM	mkosuda	CustomFields.Field01	
08/30/2017 05:38:01 PM	mkosuda	CustomFields.Field01	With Compliance

BYTE 000002655

5

8/31/17 at 1:52pm Gonzales
(Ops) sends disclosures out

BYTE 0000002656
-00000026738

BYTE 000002679

08/31/2017 01:36:18 PM	ngonzales	EmbeddedDoc.status	Approved
08/31/2017 01:36:18 PM	ngonzales	EmbeddedDoc.docstoragemethod	Linked
08/31/2017 01:52:30 PM	ngonzales	CustomFields.Field01	Disclosures Out
08/31/2017 01:52:30 PM	ngonzales	CustomFields.Field251	08/31/2017

8/31/17 at 8:35pm Ops
receives disclosures in

BYTE 000002686

08/31/2017 08:35:07 PM	docmagicservi	Status._StatusDate	08/31/2017
08/31/2017 08:35:07 PM	docmagicservi	CustomFields.Field01	Disclosures In

9/12/17 at 2:56pm Ops
(Druin) reviews for Quality
Assurance

BYTE 000002787

09/12/2017 02:56:05 PM	jdrouin	ExtendedDateValue.name	cndQASReviewed
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6

9/13/17 at 10:49am Ops
(Sarisly) begins underwrite

BYTE 0000002788
-0000002814

BYTE 000002788

09/13/2017 10:49:37 AM	asarisley	Party.Title	Underwriter
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9/18/17 at 10:21am Ops
(UW Mgr Dickson) issues
conditional approval

BYTE 000002809

09/18/2017 10:21:50 AM	jdickson	Condition._description	A fully executed addendum to the sales contract to exten
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BYTE 000002809

09/18/2017 10:21:50 AM	jdickson	ExtendedBooleanValue.name	UWConditionalLoanApproval
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7

9/18/17 Ops (Gonzales)
clears conditions for UW

BYTE 0000002814
-00000022833

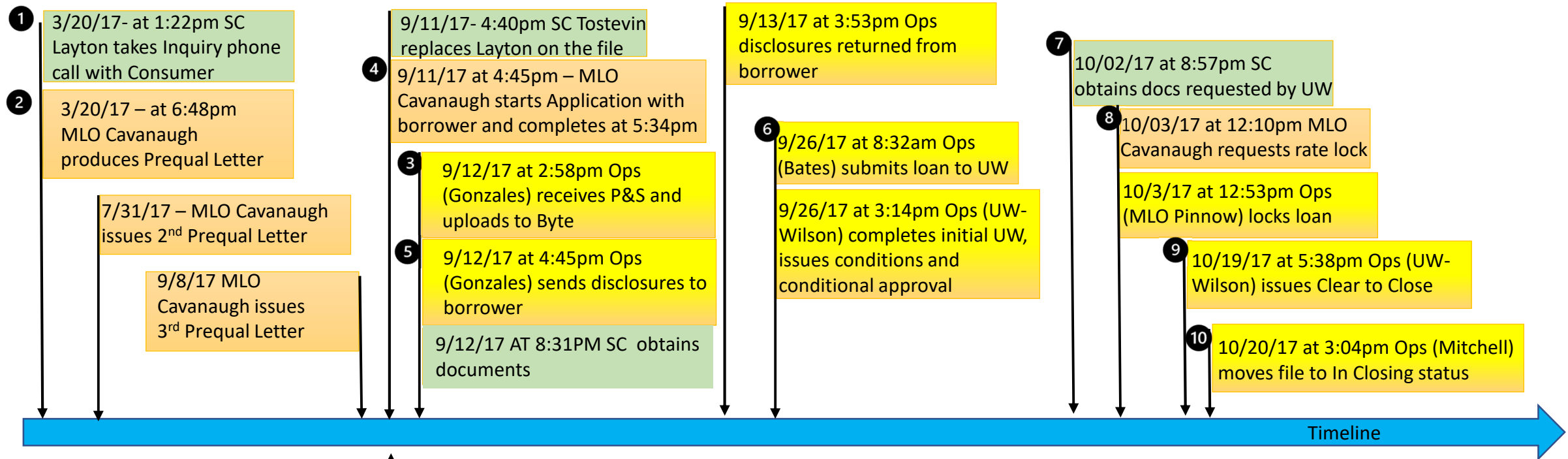
BYTE 000002820

09/18/2017 04:22:36 PM	ngonzales	EmbeddedDoc.documenttypecode	VOE
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8	9/26/17 11:456am MLO Kosuda requests to lock loan	BYTE 0000002833 -0000002584	BYTE 000002833	09/26/2017 12:37:26 PM	mkosuda	Loan.FinanceCharge	190,542.43
				09/26/2017 12:37:26 PM	mkosuda	Loan.HCM_APR	7.034
9	9/26/17 at 12:43pm Ops (MLO Pinnow) locks loan in OB		BYTE 000002584	09/26/2017 01:25:06 PM	apinnow	EmbeddedDoc.ConditionID	1320898
				09/26/2017 01:25:06 PM	apinnow	EmbeddedDoc.DocumentTypeCode	LockReqTerms
9	9/28/17 at 5:04pm Ops (Lewis) verifies employment for UW	BYTE 0000002584 -0000002931	BYTE 000002899	09/28/2017 05:04:13 PM	rlewis	EmbeddedDoc.description	Verification of Employment
	9/29/17 at 11:00am Ops (UW Mgr Dickson) reviews conditions		BYTE 000002909	09/29/2017 11:00:59 AM	jdickson	ExterdedDateValue.name	cndUWReviewed
10	10/3/17 at 11:57am Ops (Dickson) issues final approval and Clear to Close	BYTE 0000002931 -0000003126	BYTE 000002931	10/03/2017 11:57:17 AM	jdickson	EmbeddedDoc.DocumentTypeCode	LOANAPPROVAL
			BYTE 000002931	10/03/2017 11:57:39 AM	jdickson	Snapshot.newstatus	Clear To Close
	10/3/17 at 12:54pm Ops (Mitchell) begins closing file		BYTE 000002934	10/03/2017 12:54:50 PM	smitchell	Party.Title	Closer
			BYTE 000003126	10/12/2017 10:05:03 AM	awallace	Snapshot.newstatus	Closed

EXHIBIT A8

Consumer E.B. File Byte Data Log (Bates No. BYTE- 260)



Ex 175- 9/11/17 4:23pm Realtor emails executed purchase and sale agreement to both HLC & consumer

Legend	
Byte Data Logs	Ops/ management/ staff activity in Byte
	MLO communication with Borrower in Byte
	HLC/SC Activity in Byte
Email	Email Exhibits by CTDOB

Borrower had 45 days between early disclosure date ⑤ and closing date (BYTE 949).

1

3/20/17- at 1:22pm SC
Layton takes Inquiry phone
call with consumer

BYTE 0000000295
-0000000325

BYTE 0000000295

2

3/20/17 – at 6:48pm
MLO Cavanaugh
produces Prequal Letter

BYTE 0000000325
-0000000382

BYTE 0000000336

7/31/17 – MLO Cavanaugh
issues 2nd Prequal Letter

BYTE 0000000366

9/8/17 MLO Cavanaugh
issues 3rd Prequal Letter

BYTE 0000000382

1st Alliance Lending (NMLS ID: 2819)

Audit Log: Data Modifications for "3013123598"

Date and Time	User Name	Table and Field	New Value
03/20/2017 01:22:54 PM	slayton	Loan.LenderCaseNo	3013123598.2

03/20/2017 07:01:43 PM	scavanaugh	EmbeddedDoc.fileextension	PDF	Prequalified Letter
03/20/2017 07:01:43 PM	scavanaugh	EmbeddedDoc.viewable	True	Prequalified Letter
03/20/2017 07:01:43 PM	scavanaugh	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter
03/20/2017 07:01:43 PM	scavanaugh	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter

07/31/2017 12:44:00 PM	scavanaugh	EmbeddedDoc	[Record Added]	Prequalified Letter_2
07/31/2017 12:44:00 PM	scavanaugh	EmbeddedDoc.fileextension	PDF	Prequalified Letter_2
07/31/2017 12:44:00 PM	scavanaugh	EmbeddedDoc.viewable	True	Prequalified Letter_2
07/31/2017 12:44:00 PM	scavanaugh	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_2
07/31/2017 12:44:00 PM	scavanaugh	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter_2

09/08/2017 11:24:07 AM	scavanaugh	EmbeddedDoc.fileextension	PDF	Prequalified Letter_3
09/08/2017 11:24:07 AM	scavanaugh	EmbeddedDoc.viewable	True	Prequalified Letter_3
09/08/2017 11:24:07 AM	scavanaugh	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter_3
09/08/2017 11:24:07 AM	scavanaugh	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter_3

9/11/17- SC Tostevin
replaces Layton on the file

BYTE 0000000383
-0000000383

BYTE 0000000383

09/11/2017 04:40:17 PM	Scooper	FileData.OtherUserName	stostevin
09/11/2017 04:40:17 PM	Scooper	Party.LastName	Tostevin

4

9/11/17 at 4:45pm – MLO
Cavanaugh starts Application with
borrower and completes at 5:34pm

BYTE 0000000371
-0000000403

BYTE 0000000396

09/11/2017 05:32:37 PM	scavanaugh	CustomFields.Field06	9/11 - completed 1003
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3

9/12/17 at 2:58pm Ops
(Gonzales) receives P&S and
uploads to Byte

BYTE 0000000403
-0000000408

BYTE 0000000408

09/12/2017 02:58:49 PM	ngonzales	EmbeddedDoc.description	Purchase Agreement
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5

9/12/17 at 4:45pm Ops
(Gonzales) sends disclosures to
borrower

BYTE 0000000408
-0000000471

BYTE 0000000426

09/12/2017 04:54:13 PM	ngonzales	CustomFields.Field01	Disclosures Out
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9/12/17 AT 8:31PM Sc obtains
documents

BYTE 0000000427

09/12/2017 08:31:35 PM	stostevin	EmbeddedDoc.description	Retirement Account Statement
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9/13/17 at 3:53pm Ops
disclosures returned from
borrower

BYTE 0000000435

09/13/2017 03:53:23 PM	docmagicservi	CustomFields.Field01	Disclosures In
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6 9/26/17 at 8:32am Ops (Bates) submits loan to UW

BYTE 0000000507
-0000000524

BYTE 0000000513

BYTE 0000000513

BYTE 0000000524
-0000000544

BYTE 0000000525
BYTE 0000000526

BYTE 0000000534

09/26/2017 08:21:47 AM	bbates	Condition.responsibleparty	QA Specialist
------------------------	--------	----------------------------	---------------

09/26/2017 08:32:47 AM	bbates	CustomFields.Field01	Submitted To UW
------------------------	--------	----------------------	-----------------

09/26/2017 04:28:23 PM	nwilson	FileData.UnderwriterUserName	nwilson
------------------------	---------	------------------------------	---------

09/27/2017 03:14:55 PM	nwilson	Condition._description	Obtain a credit supplement to update
------------------------	---------	------------------------	--------------------------------------

09/27/2017 03:14:55 PM	nwilson	Condition.descriptiontemplate	Large deposit LOX
------------------------	---------	-------------------------------	-------------------

09/27/2017 03:14:55 PM	nwilson	ExtendedBooleanValue.name	UWConditionalLoanApproval
------------------------	---------	---------------------------	---------------------------

7 10/02/17 at 8:57pm SC obtains docs requested by UW

BYTE 0000000544
-0000000553

BYTE 0000000552

BYTE 0000000552

BYTE 0000000553

10/02/2017 08:57:28 PM	stostevin	EmbeddedDoc.description	Earnest Money Deposit Verification
------------------------	-----------	-------------------------	------------------------------------

10/02/2017 09:38:23 PM	stostevin	EmbeddedDoc.description	LOX
------------------------	-----------	-------------------------	-----

10/02/2017 09:40:27 PM	stostevin	EmbeddedDoc.documenttypecode	BankStatement
------------------------	-----------	------------------------------	---------------

8 10/03/17 at 12:10pm MLO Cavanaugh requests rate lock

BYTE 0000000556
-0000000586

BYTE 0000000562

10/03/2017 12:10:33 PM	scavanaugh	FileData.FilePath	C:\Users\scavanaugh\file
------------------------	------------	-------------------	--------------------------

10/3/17 at 12:53pm Ops (MLO Pinnow) locks loan

BYTE 0000000585

10/03/2017 12:53:26 PM	apinnow	EmbeddedDoc.description	10-03-17 Rate Lock
------------------------	---------	-------------------------	--------------------

9

10/19/17 at 5:38pm Ops
(UW-Wilson) issues Clear to
Close

BYTE 0000000727
-0000000773

BYTE 0000000749

10/19/2017 05:38:32 PM	nwilson	Snapshot.oldstatus	Conditional Approval
10/19/2017 05:38:32 PM	nwilson	Snapshot.newstatus	Clear To Close

10

10/20/17 at 3:04pm Ops
(Mitchell) moves file to In
Closing status

BYTE 0000000773
-0000000949

BYTE 0000000773

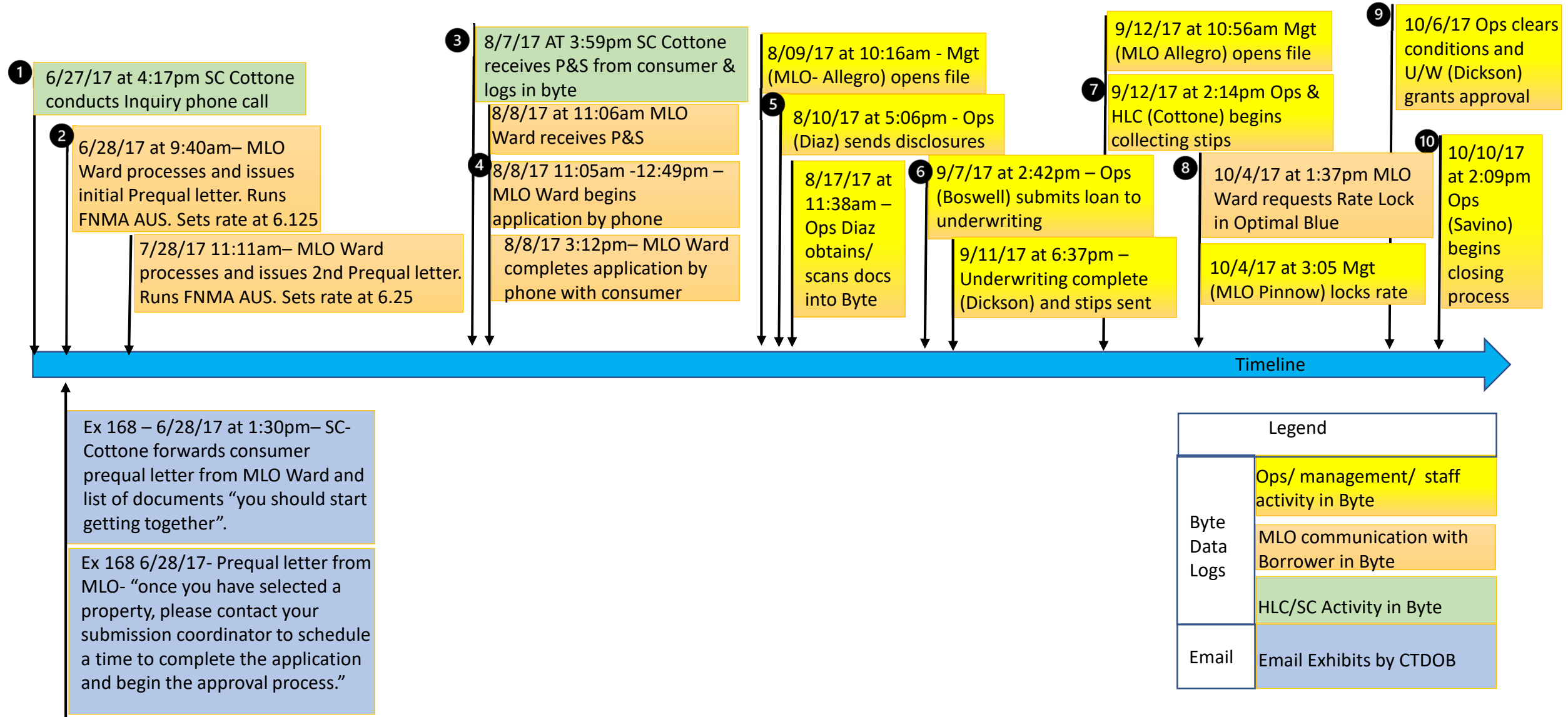
10/20/2017 03:04:52 PM	smitchell	Snapshot.oldstatus	Clear To Close
10/20/2017 03:04:52 PM	smitchell	Snapshot.newstatus	In Closing

BYTE 0000000949

10/27/2017 01:16:06 PM	awallace	Snapshot.newstatus	Closed
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EXHIBIT A9

Consumer J.L. CT Case Byte Data Log (Bates No. Byte 14594 & 14634 & 14790)



Borrower had 69 days between early disclosure date 5 and closing date (BYTE15542) .

1 6/27/17 at 4:17pm SC Cottone conducts Inquiry phone call

Byte 0000014634-
Byte 0000014651

Byte 0000014634

1st Alliance Lending (NMLS ID: 2819)			
Audit Log: Data Modifications for "3013137588"			
Date and Time	User Name	Table and Field	New Value
06/27/2017 04:17:22 PM	acottone	Loan.LenderCaseNo	3013137588.2
06/27/2017 04:17:23 PM	acottone	Status	

2 6/28/17 at 9:40am– MLO Ward processes and issues initial Prequal letter, Runs FNMA AUS and sets rate at 6.125

Byte 0000014651-
Byte 0000014676

Byte 0000014653

Byte 0000014674

Byte 0000014676

Byte 0000014676

06/28/2017 09:25:43 AM	eward	Loan._QualRate	6.125
06/28/2017 09:36:37 AM	eward	Fannie.Recommendation	Unknown Recommendation
06/28/2017 09:39:12 AM	eward	EmbeddedDoc.Description	Prequalified Letter \$200k
06/28/2017 09:41:00 AM	eward	CustomFields.Field01	Pre-qual letter sent

7/28/17 11:11am– MLO Ward processes and issues 2nd Prequal letter. Runs FNMA AUS and sets rate at 6.25

Byte 0000014683-
Byte 0000014706

Byte 0000014688

Byte 0000014704

Byte 0000014705

07/28/2017 10:48:32 AM	eward	Loan._QualRate	6.250
07/28/2017 11:05:56 AM	eward	Fannie.Recommendation	Approve/Eligible
07/28/2017 11:08:10 AM	eward	Fannie.Recommendation	Refer/Ineligible
07/28/2017 11:09:34 AM	eward	Fannie.Recommendation	Unknown Recommendation
07/28/2017 11:11:46 AM	eward	CustomFields.Field06	7/28 11:11am - Issued new pre-qual for \$227k going FH/

3

8/7/17 AT 3:59pm SC Cottone receives P&S from consumer & logs in byte

Byte 0000014706

Byte 0000014706

08/07/2017 03:59:33 PM	acottone	Party.FirstName	Greg LaFlam	Buyer's Agent (Not Used As Of 12-2018)
08/07/2017 03:59:33 PM	acottone	Party.Pager	8609333200	Buyer's Agent (Not Used As Of 12-2018)

8/8/17 at 11:06am MLO Ward receives P&S

Byte 0000014710

08/08/2017 11:06:55 AM	eward	Status.PurchaseContractDate	09/30/2017
------------------------	-------	-----------------------------	------------

4

8/8/17 11:05am -12:49pm – MLO Ward begins application by phone

Byte 0000014706-
Byte 0000014732

Byte 0000014722

08/08/2017 12:49:21 PM	eward	CustomFields.Field06	8/8 12:48pm - Started 1003. File is now DU Refer due to
------------------------	-------	----------------------	---

8/8/17 3:12pm– MLO Ward completes application by phone with consumer

Byte 0000014724

08/08/2017 03:12:40 PM	eward	CustomFields.Field06	8/8 3:12pm - Completed 1003
------------------------	-------	----------------------	-----------------------------

8/09/17 at 10:16am - Mgt (Allegro) opens file

Byte 0000014733

08/09/2017 10:16:27 AM	nallegro	FileData.FilePath	C:\Users\nallegro\datanow\Home Folder\Documents\Byte
------------------------	----------	-------------------	--

5

8/10/17 at 5:06pm - Ops (Diaz) sends disclosures

Byte 0000014736-
Byte 0000014890

Byte 0000014757

08/10/2017 05:06:34 PM	adiaz	CustomFields.Field01	Disclosures Out
------------------------	-------	----------------------	-----------------

8/17/17 at 11:38am – Ops (Diaz) obtains/scans documents into Byte

Byte 0000014796

08/17/2017 11:38:24 AM	adiaz	EmbeddedDoc.description	FHA Appraised Value Disclosure
------------------------	-------	-------------------------	--------------------------------

6

9/7/17 at 2:42pm – Ops (Boswell) submits loan to underwriting

Byte 0000014894-
Byte 0000014757

Byte 0000014987

09/07/2017 02:42:44 PM	rboswell	CustomFields.Field01	Submitted To UW
------------------------	----------	----------------------	-----------------

9/11/17 at 6:37pm –
Underwriting complete
(Dickson) and stips sent

9/12/17 at 10:56am Mgt
(MLO Allegro) opens file

7

9/12/17 at 2:14pm Ops &
HLC (Cottone) begins
collecting stips

8

10/4/17 at 1:37pm MLO
Ward requests Rate Lock
in Optimal Blue

10/4/17 at 3:05 Mgt
(MLO Pinnow) locks rate
and sends rate lock
confirmation

9

10/6/17 Ops (Soderberg)
clears conditions and
U/W (Dickson) grants
approval

Byte 0000015014-
Byte 0000015053

Byte 0000015081-
Byte 0000015101

Byte 0000015101-
Byte 0000015210

Byte 0000015013

Byte 0000015014

Byte 0000015014

Byte 0000015081

Byte 0000015100

Byte 0000015127

Byte 0000015210

09/11/2017 06:37:01 PM	jdickson	CustomFields.Field01	UW Stips Sent
------------------------	----------	----------------------	---------------

09/12/2017 10:56:03 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byt
------------------------	----------	-------------------	---

09/12/2017 02:14:46 PM	acottone	EmbeddedDoc	[Record Added]	Gift Letter
------------------------	----------	-------------	----------------	-------------

10/04/2017 01:37:47 PM	eward	FileData.FilePath	C:\Users\eward\file director\Home Folder\Documents\By
10/04/2017 01:37:47 PM	eward	FileData.OptimalBlueLoanIdentifier	29264

10/04/2017 03:05:24 PM	apinnow	EmbeddedDoc.description	10-04-17 Rate Lock Confirmation
------------------------	---------	-------------------------	---------------------------------

10/06/2017 10:50:56 AM	esoderberg	EmbeddedDoc.Description	Verification of Employment
------------------------	------------	-------------------------	----------------------------

10/10/2017 01:55:21 PM	jdickson	ExtendedTextValue.Value	Conditions reviewed. Clear to Close.
10/10/2017 01:55:21 PM	jdickson	CustomFields.Field406	Application Tue Aug 8 2017 15:16:32 EDT
10/10/2017 01:55:21 PM	jdickson	CustomFields.Field01	File Approved

10/10/17 at 2:09pm Ops
(Savino) begins closing
process

Byte 0000015212-
Byte 0000015542

Byte 0000015212

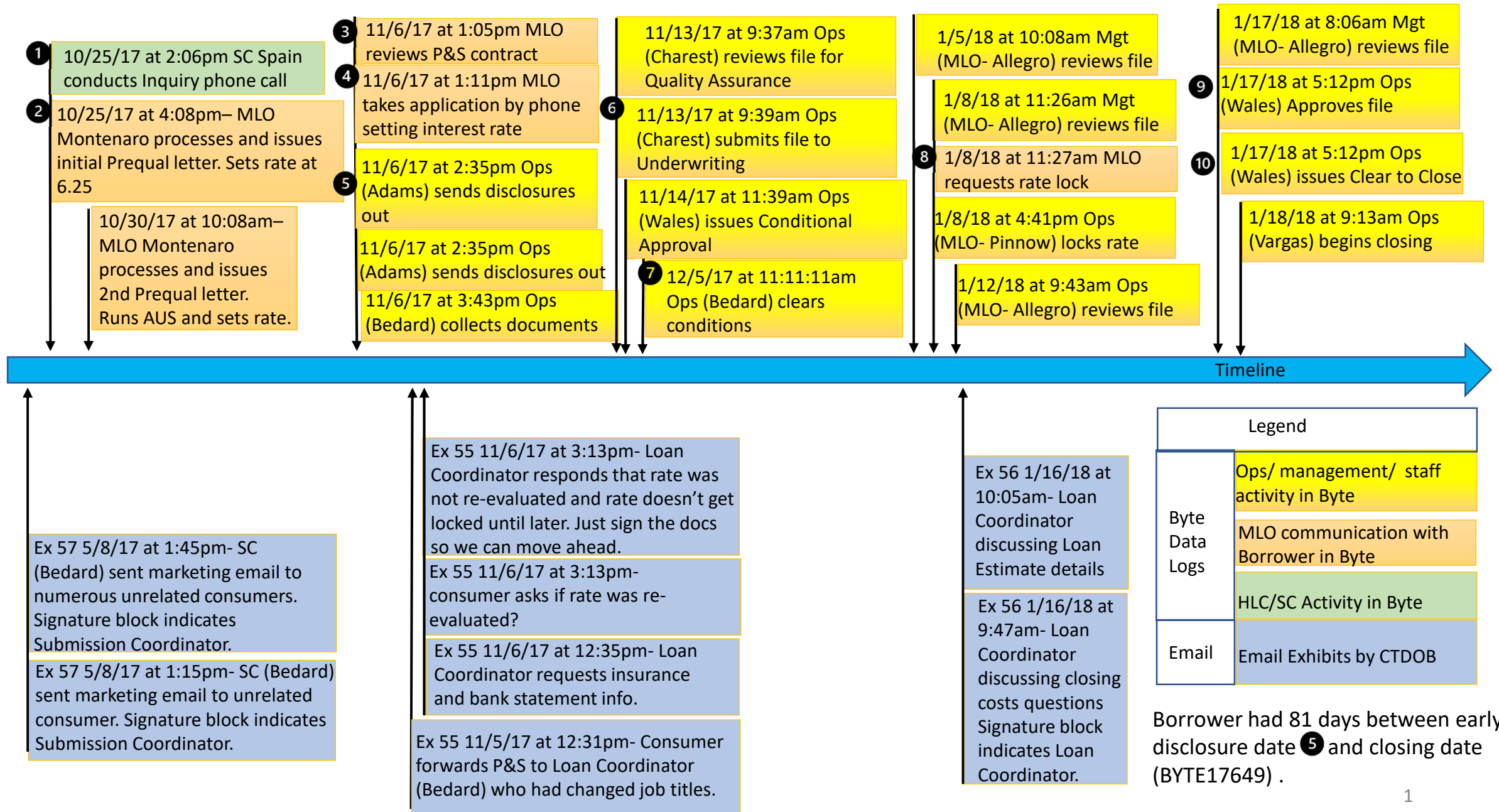
10/10/2017 02:09:47 PM	lsavino	FileData.FilePath	C:\Users\lsavino\file director\Home Folder\Documents\B
------------------------	---------	-------------------	--

Byte 0000015542

10/18/2017 09:09:10 AM	awallace	Snapshot.oldstatus	Closed
10/18/2017 09:09:10 AM	awallace	Snapshot.newstatus	Funded

EXHIBIT A10

Consumer J.P. File Byte Data Log (Bates No. BYTE- 16996 & 17029)



1

10/25/17 at 2:06pm SC Spain
conducts Inquiry phone call

BYTE 0000017029
-0000017035

BYTE 0000017029

Audit Log: Data Modifications for "3013156663"

Date and Time	User Name	Table and Field	New Value
10/25/2017 02:06:11 PM	espain	Loan.LenderCaseNo	3013156663.2

2

10/25/17 at 4:08pm– MLO
Montenaro processes and issues
initial Prequal letter. Sets rate at
6.25

BYTE 0000017035
-0000017061

BYTE 0000017035

BYTE 0000017052

10/25/2017 04:10:51 PM Imontanaro Loan._QualRate 6.250

10/25/2017 04:15:07 PM Imontanaro EmbeddedDoc.description Prequalified Letter

10/30/17 at 10:08am– MLO
Montenaro processes and issues
2nd Prequal letter. Runs AUS and
sets rate.

BYTE 0000017060

BYTE 0000017061

BYTE 0000017061

10/30/2017 10:05:57 AM Imontanaro Loan._DailyInterest 41.19

10/30/2017 10:08:15 AM Imontanaro Fannie.Recommendation Unknown Recommendation

10/30/2017 10:09:58 AM Imontanaro EmbeddedDoc.description Prequalified Letter_2

3

11/6/17 at 1:05pm MLO
reviews P&S contract

BYTE 0000017095
-0000017101

BYTE 0000017095

11/06/2017 01:05:59 PM	Imontanaro	Party.Company	Kate Gillespie Atkinson	Title Company
11/06/2017 01:05:59 PM	Imontanaro	Party.Email	kate@ctfamilyresolutions.com	Title Company
11/06/2017 01:06:29 PM	Imontanaro	Status.PurchaseContractDate	11/30/2017	

4

11/6/17 at 1:11pm MLO
takes application by phone
setting interest rate

BYTE 0000017073
-0000017107

BYTE 0000017095

BYTE 0000017102

BYTE 0000017102

11/06/2017 01:07:37 PM Imontanaro AUSRun.ausresult Approve Eligible

11/06/2017 01:10:08 PM Imontanaro Status.LoanStatus Application

11/06/2017 01:11:05 PM Imontanaro Task.description Review P&S

5	11/6/17 at 2:35pm Ops (Adams) sends disclosures out	BYTE 0000017125 -0000017222	BYTE 0000017125
	11/6/17 at 3:43pm Ops (Bedard) collects documents		BYTE 0000017128
	11/13/17 at 9:37am Ops (Charest) reviews file for Quality Assurance		BYTE 0000017213
6	11/13/17 at 9:39am Ops (Charest) submits file to Underwriting	BYTE 0000017222 -0000017244	BYTE 0000017222
	11/14/17 at 11:39am Ops (Wales) issues Conditional Approval		BYTE 0000017244
7	12/5/17 at 11:11:11am Ops (Bedard) clears conditions	BYTE 0000017251 -0000017325	BYTE 0000017251
	1/5/18 at 10:08am Mgt (MLO- Allegro) reviews file		BYTE 0000017318
	1/8/18 at 11:26am Mgt (MLO- Allegro) reviews file		BYTE 0000017325

11/06/2017 02:51:48 PM	hadams	CustomFields.Field01	Disclosures Out
11/06/2017 03:43:08 PM	abedard	EmbeddedDoc.documenttypccode	HOInsurance
11/13/2017 09:37:14 AM	bcharest	Condition.responsibleparty	QA Specialist
11/13/2017 09:39:29 AM	bcharest	CustomFields.Field01	Submitted To UW
11/14/2017 11:39:37 AM	mwales	ExtendedBooleanValue.name	UWConditionalLoanApproval
12/05/2017 11:11:16 AM	abedard	Condition.ReceivedBy	abedard
01/05/2018 10:08:06 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byt
01/08/2018 11:26:41 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byt

8 1/8/18 at 11:27am MLO requests rate lock

BYTE 0000017326
-0000017345

BYTE 0000017326

01/08/2018 11:27:31 AM	Imontanaro	Loan.HCMTestResult	Passed
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1/8/18 at 4:41pm Ops (MLO- Pinnow) locks rate

BYTE 0000017345

01/08/2018 04:48:42 PM	apinnow	EmbeddedDoc.description	01-08-18 Rate Lock Confirmation Plourde
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1/12/18 at 9:43am Ops (MLO- Allegro) reviews file

BYTE 0000017391

01/12/2018 09:43:05 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byt
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1/17/18 at 8:06am Mgt (MLO- Allegro) reviews file

BYTE 0000017406

01/17/2018 08:42:05 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\Documents\Byt
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9 1/17/18 at 5:12pm Ops (Wales) Approves file

BYTE 0000017472
-0000017472

BYTE 0000017474

01/17/2018 05:12:36 PM	mwales	CustomFields.Field01	File Approved
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10 1/17/18 at 5:12pm Ops (Wales) issues Clear to Close

BYTE 0000017472
-0000017604

BYTE 0000017474

01/17/2018 05:12:36 PM	mwales	ExtendedTextValue.Value	Conditions reviewed. Clear to Close.
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1/18/18 at 9:13am Ops (Vargas) begins closing

BYTE 0000017476

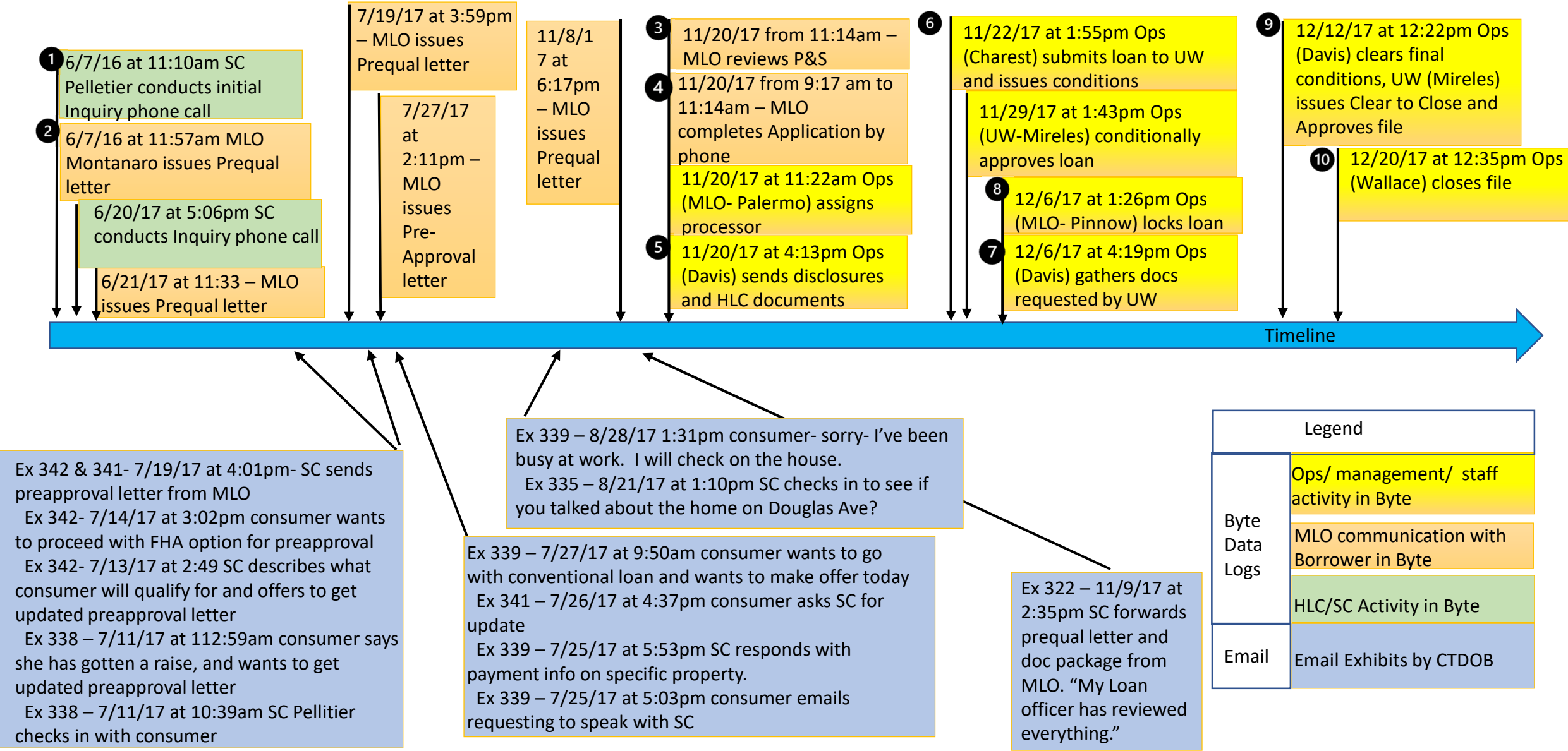
01/18/2018 09:13:52 AM	svargas	CustomFields.Field01	File In Closing
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BYTE 0000017649

01/26/2018 11:38:37 AM	awallace	Status.LoanStatus	Closed
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EXHIBIT A11

Consumer L.R. File Byte Data Log (Bates No. BYTE- 10662)



Borrower had 30 days between early disclosure date ⑤ and closing date (BYTE11358) .

1	6/7/16 at 11:10am SC Pelletier conducts initial Inquiry phone call	BYTE 0000010663 -0000010675	BYTE 0000010663
2	6/7/16 at 11:57am MLO Montanaro issues Prequal letter	BYTE 0000010675 -0000010695	BYTE 0000010690
	6/20/17 at 5:06pm SC conducts Inquiry phone call		BYTE 0000010702
	6/21/17 at 11:33 – MLO issues Prequal letter		BYTE 0000010721
	7/19/17 at 3:59pm – MLO issues Prequal letter		BYTE 0000010734
	7/27/17 at 2:11pm – MLO issues Pre-Approval letter		BYTE 0000010770
	11/8/17 at 6:17pm – MLO issues Prequal letter		BYTE 0000010798

1st Alliance Lending (NMLS ID: 2819)			
Audit Log: Data Modifications for "3013099854"			
Date and Time	User Name	Table and Field	New Value
06/07/2016 11:10:12 AM	spellitier	Loan.LenderCaseNo	3013099854.2
06/07/2016 12:08:47 PM	lmontanaro	Status.LoanStatus	Prequalified
06/20/2017 05:05:56 PM	spellitier	ExtendedTextValue	[Record Added]
06/21/2017 11:33:14 AM	lmontanaro	EmbeddedDoc.description	Prequalified Letter
07/19/2017 03:59:49 PM	lmontanaro	EmbeddedDoc.description	Prequalified Letter_2
07/27/2017 02:11:37 PM	lmontanaro	EmbeddedDoc.description	Prequalified Letter_3
11/08/2017 06:17:09 PM	lmontanaro	EmbeddedDoc.description	Prequalified Letter_4

3	11/20/17 from 11:14am – MLO reviews P&S	BYTE 0000010784 -0000010830	BYTE 0000010824	<table><tr><td>11/20/2017 11:14:57 AM</td><td>lmontanaro</td><td>Task.description</td><td>Review P&S</td></tr></table>	11/20/2017 11:14:57 AM	lmontanaro	Task.description	Review P&S				
11/20/2017 11:14:57 AM	lmontanaro	Task.description	Review P&S									
4	11/20/17 from 9:17 am to 11:14am – MLO completes Application by phone		BYTE 0000010826	<table><tr><td>11/20/2017 11:14:57 AM</td><td>lmontanaro</td><td>Snapshot.oldstatus</td><td>Prequalified</td></tr><tr><td>11/20/2017 11:14:57 AM</td><td>lmontanaro</td><td>Snapshot.newstatus</td><td>Application</td></tr></table>	11/20/2017 11:14:57 AM	lmontanaro	Snapshot.oldstatus	Prequalified	11/20/2017 11:14:57 AM	lmontanaro	Snapshot.newstatus	Application
11/20/2017 11:14:57 AM	lmontanaro	Snapshot.oldstatus	Prequalified									
11/20/2017 11:14:57 AM	lmontanaro	Snapshot.newstatus	Application									
	11/20/17 at 11:22am Ops (MLO- Palermo) assigns processor		BYTE 0000010831	<table><tr><td>11/20/2017 11:22:07 AM</td><td>npalermo</td><td>FileData.LoanProcessorUserName</td><td>mdavis</td></tr></table>	11/20/2017 11:22:07 AM	npalermo	FileData.LoanProcessorUserName	mdavis				
11/20/2017 11:22:07 AM	npalermo	FileData.LoanProcessorUserName	mdavis									
5	11/20/17 at 4:13pm Ops (Davis) sends disclosures and HLC documents	BYTE 0000010831 -0000010958	BYTE 0000010874	<table><tr><td>11/20/2017 04:13:02 PM</td><td>mdavis</td><td>CustomFields.Field01</td><td>Disclosures Out</td></tr></table>	11/20/2017 04:13:02 PM	mdavis	CustomFields.Field01	Disclosures Out				
11/20/2017 04:13:02 PM	mdavis	CustomFields.Field01	Disclosures Out									
		BYTE 0000010879		<table><tr><td>11/21/2017 04:52:55 PM</td><td>spellitier</td><td>EmbeddedDoc.description</td><td>Homeowners Insurance Quote</td></tr></table>	11/21/2017 04:52:55 PM	spellitier	EmbeddedDoc.description	Homeowners Insurance Quote				
11/21/2017 04:52:55 PM	spellitier	EmbeddedDoc.description	Homeowners Insurance Quote									
		BYTE 0000010881		<table><tr><td>11/21/2017 04:52:55 PM</td><td>spellitier</td><td>EmbeddedDoc.documenttypecode</td><td>LOX-Addresses</td></tr></table>	11/21/2017 04:52:55 PM	spellitier	EmbeddedDoc.documenttypecode	LOX-Addresses				
11/21/2017 04:52:55 PM	spellitier	EmbeddedDoc.documenttypecode	LOX-Addresses									
6	11/22/17 at 1:55pm Ops (Charest) submits loan to UW and issues conditions	BYTE 0000010959 -0000011016	BYTE 0000010976	<table><tr><td>11/22/2017 01:55:21 PM</td><td>bcharest</td><td>CustomFields.Field01</td><td>Submitted To UW</td></tr></table>	11/22/2017 01:55:21 PM	bcharest	CustomFields.Field01	Submitted To UW				
11/22/2017 01:55:21 PM	bcharest	CustomFields.Field01	Submitted To UW									
	11/29/17 at 1:43pm Ops (UW- Mireles) conditionally approves loan		BYTE 0000010995	<table><tr><td>11/27/2017 01:30:44 PM</td><td>kdoran</td><td>Condition.descriptiontemplate</td><td>Borrower to provide bank statement</td></tr></table>	11/27/2017 01:30:44 PM	kdoran	Condition.descriptiontemplate	Borrower to provide bank statement				
11/27/2017 01:30:44 PM	kdoran	Condition.descriptiontemplate	Borrower to provide bank statement									
		BYTE 0000011012		<table><tr><td>11/29/2017 01:43:18 PM</td><td>Gmireles</td><td>ExtendedBooleanValue.name</td><td>UWConditionalLoanApproval</td></tr></table>	11/29/2017 01:43:18 PM	Gmireles	ExtendedBooleanValue.name	UWConditionalLoanApproval				
11/29/2017 01:43:18 PM	Gmireles	ExtendedBooleanValue.name	UWConditionalLoanApproval									
8	12/6/17 at 1:26pm Ops (MLO- Pinnow) locks loan	BYTE 0000011027 -0000011011048	BYTE 0000011048	<table><tr><td>12/06/2017 01:26:33 PM</td><td>apinnow</td><td>EmbeddedDoc.DocumentTypeCode</td><td>LockReqTerms</td></tr><tr><td>12/06/2017 01:26:33 PM</td><td>apinnow</td><td>EmbeddedDoc.Status</td><td>Approved</td></tr></table>	12/06/2017 01:26:33 PM	apinnow	EmbeddedDoc.DocumentTypeCode	LockReqTerms	12/06/2017 01:26:33 PM	apinnow	EmbeddedDoc.Status	Approved
12/06/2017 01:26:33 PM	apinnow	EmbeddedDoc.DocumentTypeCode	LockReqTerms									
12/06/2017 01:26:33 PM	apinnow	EmbeddedDoc.Status	Approved									

7 12/6/17 at 4:19pm Ops (Davis) gathers docs requested by UW

BYTE 0000011048
-0000011011087

BYTE 0000011048
BYTE 0000011064
BYTE 0000011071

12/06/2017 04:19:57 PM	mdavis	ExtendedBooleanValue.name	PersonalReference1Verified
12/07/2017 02:47:59 PM	spellitier	EmbeddedDoc.description	Contract Addendum
12/08/2017 05:09:06 PM	spellitier	EmbeddedDoc.description	Child Support Agreement

9 12/12/17 at 12:22pm Ops (Davis) clears final conditions, UW (Mireles) issues Clear to Close and Approves file

BYTE 0000011087
-0000011141

BYTE 0000011096
BYTE 0000011141
BYTE 0000011141

12/12/2017 12:22:16 PM	mdavis	CustomFields.Field01	Final Conditions
12/15/2017 02:03:18 PM	Gmireles	ExtendedTextValue.Value	Conditions reviewed. Clear to Close.
12/15/2017 02:03:18 PM	Gmireles	CustomFields.Field01	File Approved

10 12/20/17 at 12:35pm Ops (Wallace) closes file

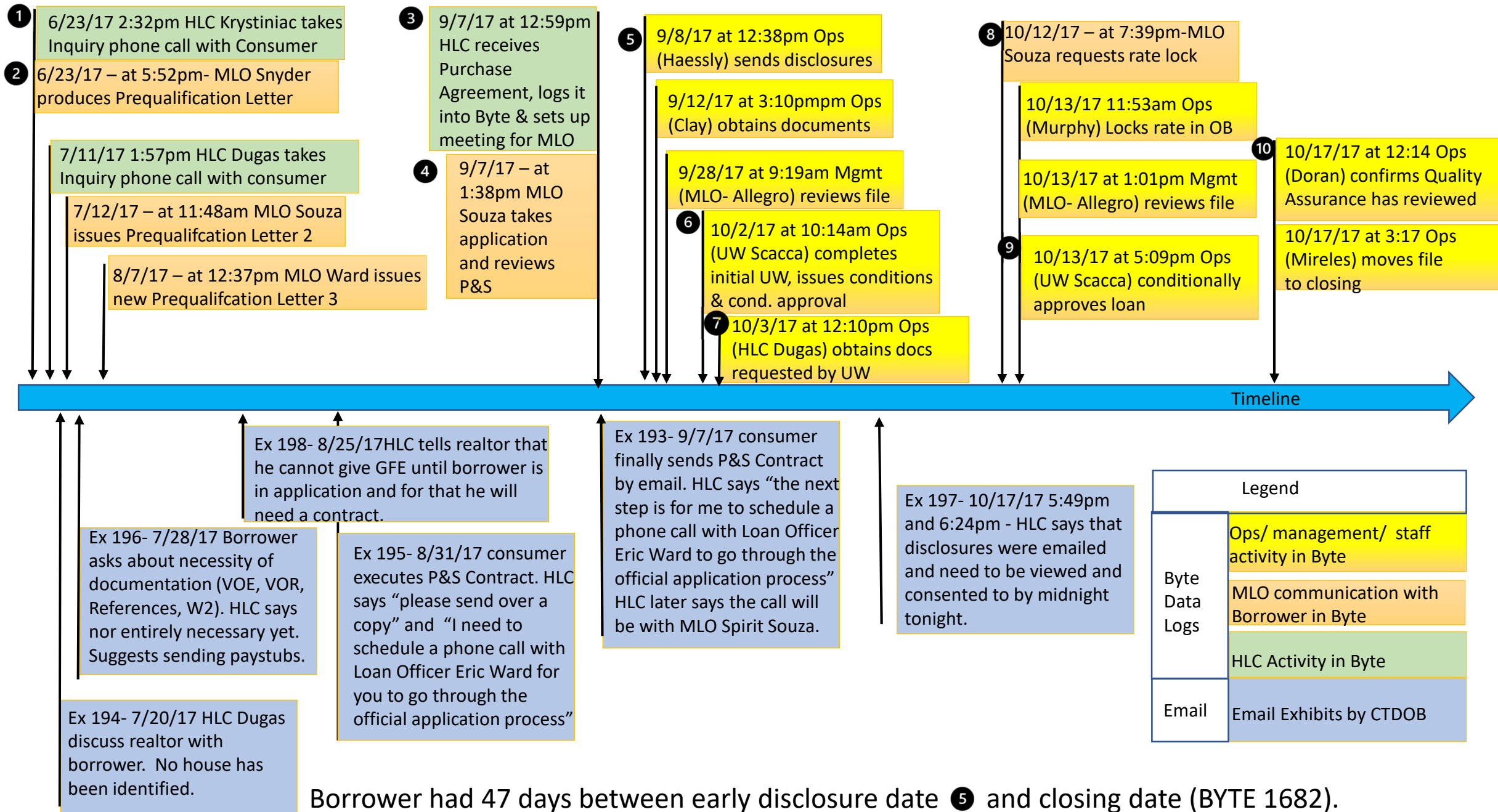
BYTE 0000011141
-0000011358

BYTE 0000011358

12/20/2017 12:35:17 PM	awallace	Snapshot.oldstatus	In Closing
12/20/2017 12:35:17 PM	awallace	Snapshot.newstatus	Closed

EXHIBIT A12

Consumer M.C. File Byte Data Log (Bates No. BYTE- 1101)



1 6/23/17 2:32pm HLC Krystiniac takes Inquiry phone call with Consumer

BYTE 0000001139
-0000001151

BYTE 0000001139

2 6/23/17 – at 5:52pm- MLO Snyder produces Prequalification Letter

BYTE 0000001151
-0000001179

BYTE 0000001173

7/11/17 1:57pm HLC Dugas takes Inquiry phone call with consumer

BYTE 0000001180
-0000001181

BYTE 0000001180

7/11/17 – at 11:48am MLO Souza issues Prequalifcation Letter 2


BYTE 0000001188
-0000001192

BYTE 0000001188

8/7/17 – at 12:37pm MLO Ward issues new Prequalifcation Letter 3

BYTE 0000001195
-0000001205

BYTE 0000001204

1st Alliance Lending (NMLS ID: 2819)				
Audit Log: Data Modifications for "3013137010"				10/25/2019 03:58:47 PM
Date and Time	User Name	Table and Field	New Value	Object Description
06/23/2017 02:32:06 PM	mkrystiniak	Loan.LenderCaseNo	3013137010.2	
06/23/2017 02:32:07 PM	mkrystiniak	Status		

06/23/2017 05:52:58 PM	ssnyder	EmbeddedDoc.fileextension	PDF	Prequalified Letter
06/23/2017 05:52:58 PM	ssnyder	EmbeddedDoc.viewable	True	Prequalified Letter
06/23/2017 05:52:58 PM	ssnyder	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter
06/23/2017 05:52:58 PM	ssnyder	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter
06/23/2017 05:52:58 PM	ssnyder	EmbeddedDoc.displayorder	8	Prequalified Letter
06/23/2017 05:52:58 PM	ssnyder	EmbeddedDoc.description	Prequalified Letter	Prequalified Letter

07/11/2017 01:57:59 PM	Rdugas	FileData.FilePath	C:\Users\rdugas\file director\Home Folder\Documents\By	
07/11/2017 01:57:59 PM	Rdugas	ExtendedDateValue.Value	07/11/2017	Today'sDate
07/11/2017 02:00:13 PM	Rdugas	CustomFields.Field06	7/11-Prefer to not deal with Michael- ; ; 7/10- Called no re	
07/11/2017 02:00:13 PM	Rdugas	CustomFields.Field443	Rdugas 7/11/2017 2:00:13 PM	
07/11/2017 02:03:43 PM	Rdugas	Status._StatusDate	06/23/2017	

07/12/2017 11:47:35 AM	ssouza	CustomFields.Field181	284230.17	
07/12/2017 11:48:01 AM	ssouza	EmbeddedDoc	[Record Added]	Prequalification Letter
07/12/2017 11:48:01 AM	ssouza	EmbeddedDoc.fileextension	PDF	Prequalification Letter
07/12/2017 11:48:01 AM	ssouza	EmbeddedDoc.viewable	True	Prequalification Letter
07/12/2017 11:48:01 AM	ssouza	EmbeddedDoc.docstoragesource	Automatically Added	Prequalification Letter

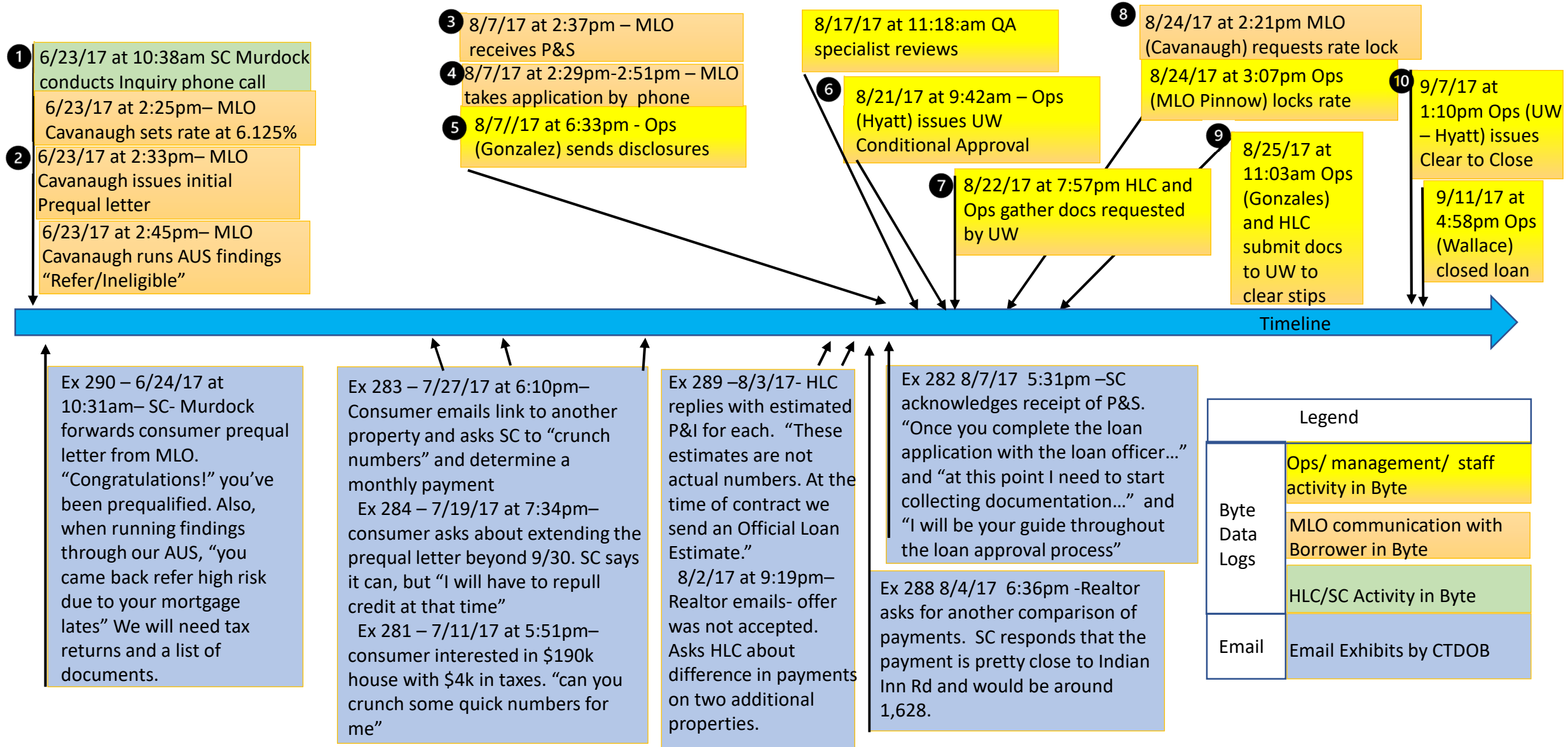
08/07/2017 12:39:56 PM	eward	Fannie.Recommendation	Approve/Eligible	
08/07/2017 12:40:15 PM	eward	EmbeddedDoc	[Record Added]	Prequalified Letter \$220k
08/07/2017 12:40:15 PM	eward	EmbeddedDoc.fileextension	PDF	Prequalified Letter \$220k
08/07/2017 12:40:15 PM	eward	EmbeddedDoc.viewable	True	Prequalified Letter \$220k
08/07/2017 12:40:15 PM	eward	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter \$220k

3	9/7/17 at 12:59pm HLC receives Purchase Agreement, logs it into Byte & sets up meeting for MLO	BYTE 0000001210	BYTE 0000001211	09/07/2017 12:59:52 PM	rdugas	EmbeddedDoc.description	Executed Contract
		-0000001211	BYTE 0000001211	09/07/2017 12:58:02 PM	rdugas	ExtendedTextValue.name	LOMeetingCreator
4	9/7/17 – at 1:38pm MLO Souza takes application and reviews P&S	BYTE 0000001211	BYTE 0000001226	09/07/2017 02:46:27 PM	ssouza	Status.LoanStatus	Application
		-0000001231	BYTE 0000001226	09/07/2017 02:46:59 PM	ssouza	Task.description	Review P&S
5	9/8/17 at 12:38pm Ops (Haessly) sends disclosures	BYTE 0000001232 -0000001355	BYTE 0000001257	09/08/2017 12:28:39 PM	khaessly	CustomFields.Field01	Disclosures Out
	9/12/17 at 3:10pmpm Ops (Clay) obtains documents		BYTE 0000001295	09/12/2017 03:10:37 PM	mclay	EmbeddedDoc.description	Bank Statement
	9/28/17 at 9:19am Mgmt (MLO- Allegro) reviews file		BYTE 0000001355	09/28/2017 09:19:53 AM	nallegro	FileData.FilePath	C:\Users\nallegro\dataNow\Home Folder\
6	10/2/17 at 10:14am Ops (UW Scacca) completes initial underwrite, issues conditions & cond. approval	BYTE 0000001378 -0000001400	BYTE 0000001380	10/02/2017 10:14:39 AM	Mscacca	Party.Title	Underwriter
			BYTE 0000001387	10/02/2017 11:57:45 AM	Mscacca	Condition._Description	A final inspection will be required
			BYTE 0000001389	10/02/2017 12:14:43 PM	Mscacca	Condition.descriptiontemplate	Document the large deposits in bank
			BYTE 0000001400	10/02/2017 02:32:07 PM	Mscacca	ExtendedBooleanValue.name	UWConditionalLoanApproval

7	10/3/17 at 12:10pm Ops (HLC Dugas) obtains docs requested by UW	BYTE 0000001232	BYTE 0000001415	10/03/2017 12:10:42 PM	rdugas	EmbeddedDoc.description	AUGUST BANK STATEMENT
		-0000001459	BYTE 0000001443	10/11/2017 11:10:34 AM	mclay	EmbeddedDoc.Description	Final Inspection-Appraisal Invoice
8	10/12/17 – at 7:39pm-MLO Souza requests rate lock	BYTE 0000001459	BYTE 0000001459	10/12/2017 07:39:58 PM	ssouza	FileData.FilePath	C:\Users\ssouza\file director\Home Folder\Documents\By
		-0000001496		10/12/2017 07:39:58 PM	ssouza	FileData.OptimalBlueLoanIdentifier	29743
	10/13/17 11:53am Ops (Murphy) Locks rate in OB		BYTE 0000001496	10/12/2017 07:46:55 PM	OBSservice	PriceAdjustment	[Record Added]
				10/12/2017 07:46:55 PM	OBSservice	PriceAdjustment.description	Loan Amount (Total) is 200,001-300,000, And Number of
	10/13/17 at 1:01pm Mgmt (MLO- Allegro) reviews file		BYTE 0000001502	10/12/2017 07:46:55 PM	OBSservice	PriceAdjustment.pricepercent	0.5
				10/13/2017 11:53:04 AM	Cmurphy	EmbeddedDoc.description	Rate Lock Confirmation
9	10/13/17 at 5:09pm Ops (UW Scacca) conditionally approves loan	BYTE 0000001524	BYTE 0000001526	10/13/2017 01:01:09 PM	nallegra	EmbeddedDoc.description	zMortgage Loan Commitment
		-0000001526		10/13/2017 05:18:56 PM	Mscacca	Snapshot.oldstatus	Conditional Approval
10	10/17/17 at 12:14 Ops (Doran) confirms Quality Assurance has reviewed	BYTE 0000001528	BYTE 0000001528	10/17/2017 12:14:56 PM	kdoran	ExtendedTextValue.Value	QAS reviewed first.
		-0000001682		10/17/2017 03:17:14 PM	Gmireles	Condition.conditiontypecode	CLOSING
	10/17/17 at 3:17 Ops (Mireles) moves file to closing		BYTE 0000001543	10/25/2017 04:31:01 PM	awallace	Status.LoanStatus	Closed
			BYTE 0000001682				

EXHIBIT A13

Consumer M.M. File Byte Data Log (Bates No. BYTE- 9782)



Borrower had 35 days between early disclosure date ⑤ and closing date (BYTE10319)

1 6/23/17 at 10:38am SC Murdock conducts Inquiry phone call

BYTE 0000009782
-0000009828

BYTE 0000009782

2 6/23/17 at 2:25pm– MLO Cavanaugh sets rate at 6.125%

BYTE 0000009828
-0000009848

BYTE 0000009829

6/23/17 at 2:34pm– MLO Cavanaugh issues initial Prequal letter

BYTE 0000009845

6/23/17 at 2:45– MLO Cavanaugh runs AUS findings “Refer/Ineligible”

BYTE 0000009845

BYTE 0000009848

3 8/7/17 at 2:37pm – MLO receives P&S

BYTE 0000009858
-0000009878

BYTE 0000009858

4 8/7/17 from 2:29-2:51– MLO takes application

BYTE 0000009852
-0000009878

BYTE 0000009871
BYTE 0000009871

1st Alliance Lending (NMLS ID: 2819)

Audit Log: Data Modifications for "3013136940"

Date and Time	User Name	Table and Field	New Value
06/23/2017 10:38:27 AM	mmurdock	Loan.LenderCaseNo	3013136940.2

06/23/2017 02:25:22 PM	scavanaugh	Loan._QualRate	6.125
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06/23/2017 02:33:48 PM	scavanaugh	EmbeddedDoc.description	Prequalified Letter
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06/23/2017 02:34:31 PM	scavanaugh	CustomFields.Field06	6/23 - prequal letter issued, DU Refer - SCav; 6/23 - 0-3
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06/23/2017 02:45:48 PM	scavanaugh	Fannie.Recommendation	Refer/Ineligible
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08/07/2017 02:37:24 PM	scavanaugh	Status.PurchaseContractDate	09/19/2017
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08/07/2017 02:50:11 PM	scavanaugh	CustomFields.Field06	8/7 - completed 1003 - In-House FHA Purchase, 30 yr. F
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08/07/2017 02:51:19 PM	scavanaugh	Task.description	Review P&S
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5	<div data-bbox="84 162 486 268">8/7//17 at 6:33pm - Ops (Gonzalez) sends disclosures</div> <div data-bbox="84 268 486 375">8/17/17 at 11:18:am QA specialist reviews</div>	BYTE 0000009878 -00000009999	BYTE 0000009899 BYTE 0000009982	<div data-bbox="1327 201 2466 254"> 08/07/2017 06:33:30 PM ngonzales CustomFields.Field01 Disclosures Out </div> <div data-bbox="1327 315 2466 368"> 08/17/2017 11:18:52 AM ngonzales Status.LoanStatus QA Specialist Review </div>
6	<div data-bbox="84 572 486 715">8/21/17 at 9:42am – Ops (Hyatt) issues UW Conditional Approval</div>	BYTE 0000010000 -0000010017	BYTE 0000010014 BYTE 0000010019	<div data-bbox="1327 596 2466 649"> 08/21/2017 09:42:18 AM ahyatt ExtendedBooleanValue.name UWConditionalLoanApproval </div> <div data-bbox="1327 696 2466 749"> 08/22/2017 07:57:18 PM mmurdock EmbeddedDoc.description Child Support Lox </div>
7	<div data-bbox="84 715 486 858">8/22/17 at 7:57pm HLC and Ops gather docs requested by UW</div>	BYTE 00000100017 -0000010____	BYTE 0000010019	<div data-bbox="1327 696 2466 749"> 08/22/2017 07:57:18 PM mmurdock EmbeddedDoc.description Child Support Lox </div>
8	<div data-bbox="84 986 524 1092">8/24/17 at 2:21pm MLO (Cavanaugh) requests rate lock</div> <div data-bbox="84 1092 524 1229">8/24/17 at 3:07pm Ops (MLO Pinnow) locks rate</div>	BYTE 0000009796 -0000010035	BYTE 0000009796 BYTE 0000010035	<div data-bbox="1327 1001 2466 1096"> 08/24/2017 02:21:58 PM scavanaugh File Opened </div> <div data-bbox="1327 1143 2466 1196"> 08/24/2017 03:07:53 PM apinnow EmbeddedDoc.description 08-24-17 Rate Lock Confirmation </div>

9

8/25/17 at 11:03am Ops
(Gonzales) and HLC submit
docs to UW to clear stips

BYTE 0000010041
-00000100105

BYTE 0000010044

BYTE 0000010089

BYTE 0000010098

08/25/2017 11:03:48 AM	ngonzales	EmbeddedDoc.Description	Appraisal Report
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09/05/2017 10:03:01 AM	ngonzales	EmbeddedDoc.documenttypecode	JointAccessLetter
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09/05/2017 05:59:51 PM	mmurdock	EmbeddedDoc.description	Child Support Agreement
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10

9/7/17 at 1:10pm Ops (UW –
Hyatt) issues Clear to Close

BYTE 0000010105
-00000100319

BYTE 0000010134

BYTE 0000010319

09/07/2017 01:11:38 PM	ahyatt	ExtendedTextValue.Value	Conditions reviewed. Clear to Close.
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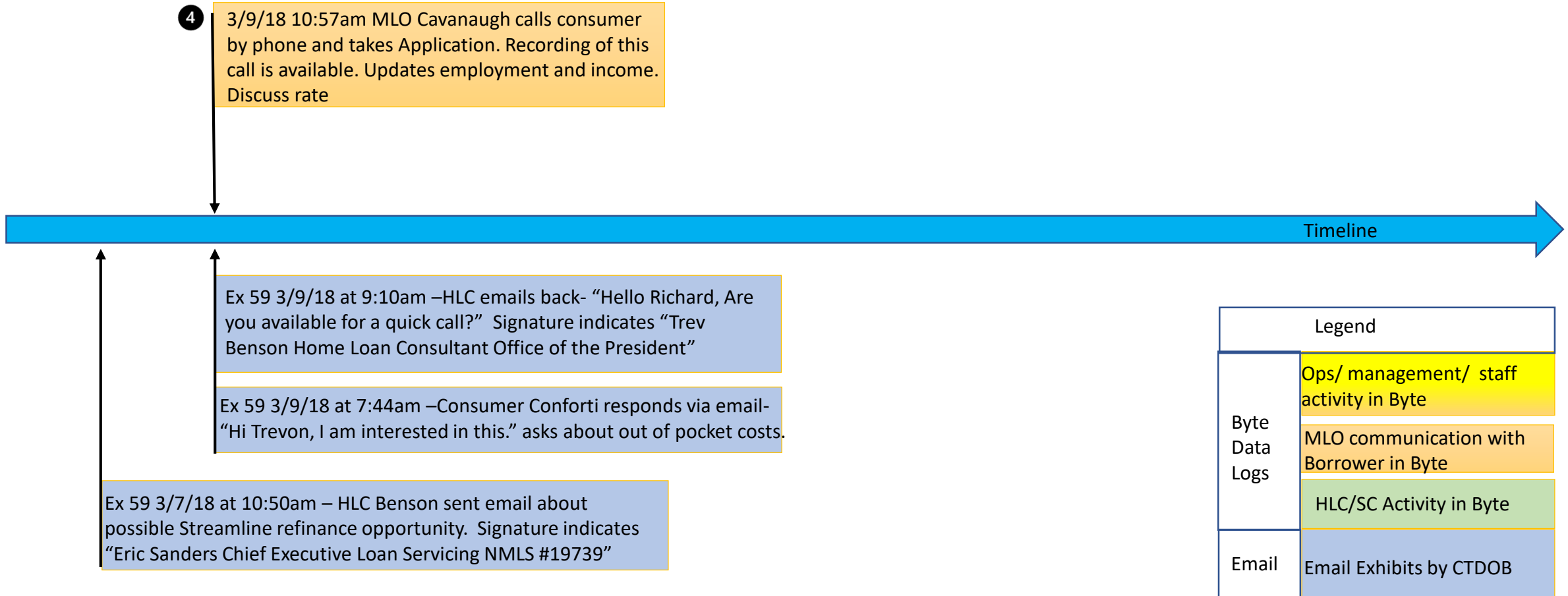
09/11/2017 04:58:11 PM	awallace	Snapshot.oldstatus	In Closing
09/11/2017 04:58:11 PM	awallace	Snapshot.newstatus	Closed

9/11/17 at 4:58pm Ops
(Wallace) closed loan

EXHIBIT A14

NOTE- there is no Inquiry on a Streamline Refi, so there is no entry in the Byte Data Log for HLC Benson

Consumer R.C. File Byte Data Log (Bates No. BYTE- 0000013925)



4

3/9/18 10:57am MLO
Cavanaugh calls consumer by
phone and takes Application.
Recording of this call is
available. Updates
employment and income.
Discuss rate.

BYTE 0000013925
-000014542

BYTE 000014537

BYTE 0000014537


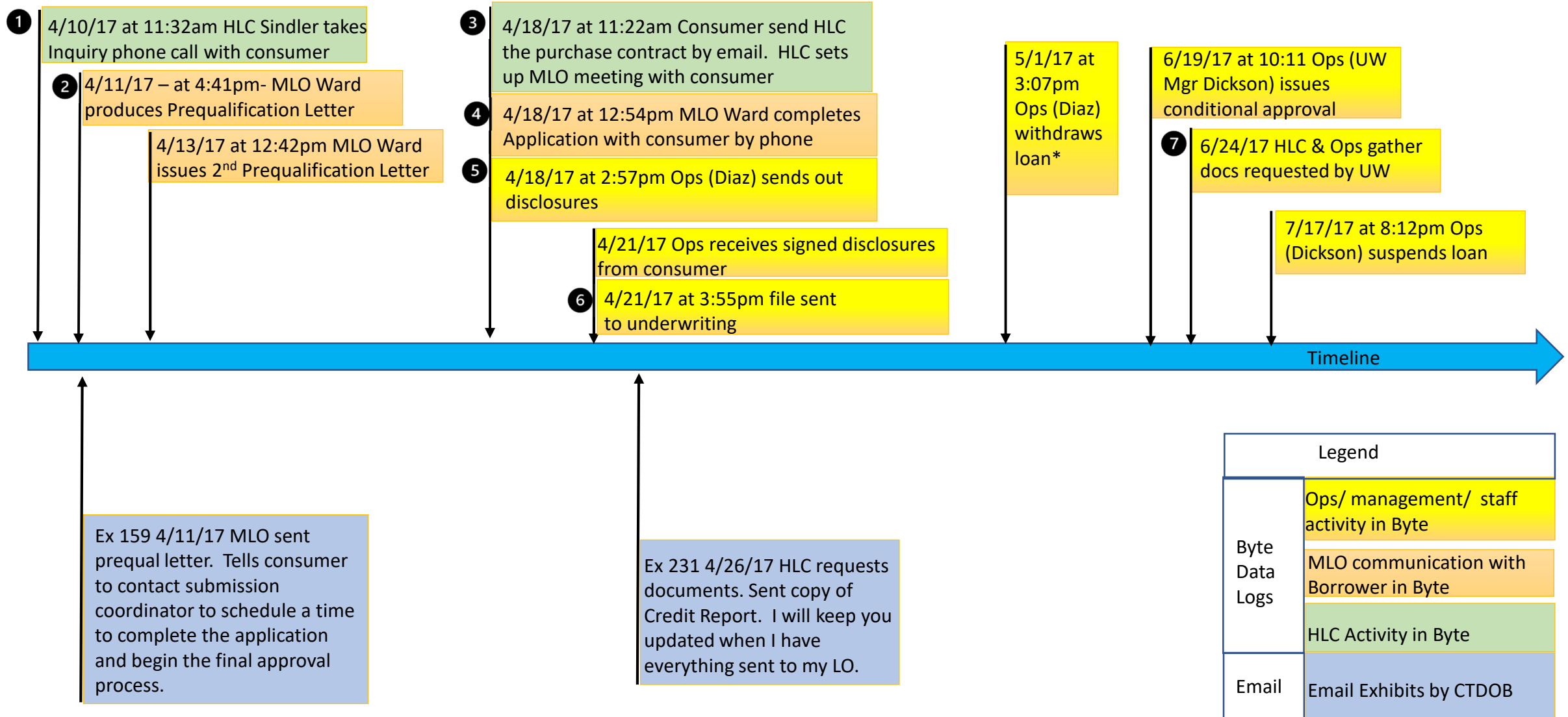
1st Alliance Lending (NMLS ID: 2819)					
Audit Log: Data Modifications for "3013104590"					06/
Date and Time	User Name	Table and Field	New Value	Object Description	
02/06/2018 07:12:21 PM	ByteProUpdate	CustomFields.Field452			
03/09/2018 10:57:58 AM	scavanaugh	ExtendedDecimalValue	[Record Added]	pinq_creditScore	
03/09/2018 10:57:58 AM	scavanaugh	ExtendedDecimalValue.name	pinq_creditScore	pinq_creditScore	
03/09/2018 10:57:58 AM	scavanaugh	ExtendedDecimalValue.Value	67500.00	Bor1YearlyIncome	

EXHIBIT A15

Consumer S.J. File Byte Data Log (Bates No. BYTE- 13078 & 13271)



Borrower had 90 days between early disclosure date ⑤ and suspended date (BYTE13664) .

* Initial loan #3013126120 was withdrawn on 5/1/17 and a new loan number #3013129385 and Byte Data Log was started.

1 4/10/17 at 11:32am HLC Sindler takes Inquiry phone call with consumer

BYTE 0000013078
-0000013111

BYTE 0000013093

1st Alliance Lending (NMLS ID: 2819)				
Audit Log: Data Modifications for "3013126120"				
Date and Time	User Name	Table and Field	New Value	Object Description
04/10/2017 11:32:33 AM	Dsindler	Loan.LenderCaseNo	3013126120.2	
04/10/2017 11:32:33 AM	Dsindler	Status		
04/10/2017 11:32:33 AM	Dsindler	Status.LoanStatus	Incomplete	

2 4/11/17 – at 4:41pm- MLO Ward produces Prequalification Letter

BYTE 0000013111
-0000013151

BYTE 0000013141

04/11/2017 02:34:39 PM	eward	EmbeddedDoc	[Record Added]	Prequalified Letter S208k
04/11/2017 02:34:39 PM	eward	EmbeddedDoc.fileextension	PDF	Prequalified Letter S208k

4/13/17 at 12:42pm MLO Ward issues 2nd Prequalification Letter

BYTE 0000013151

04/13/2017 11:00:54 AM	eward	EmbeddedDoc	[Record Added]	Prequalified Letter S245k
04/13/2017 11:00:54 AM	eward	EmbeddedDoc.fileextension	PDF	Prequalified Letter S245k
04/13/2017 11:00:54 AM	eward	EmbeddedDoc.viewable	True	Prequalified Letter S245k
04/13/2017 11:00:54 AM	eward	EmbeddedDoc.docstoragesource	Automatically Added	Prequalified Letter S245k
04/13/2017 11:00:54 AM	eward	EmbeddedDoc.docreportguid	9cd7ceaa-56e7-4f8a-877d-4d3408c9ce69	Prequalified Letter S245k

3 4/18/17 at 11:22am
Consumer send HLC the purchase contract by email.
HLC sets up MLO meeting with consumer

BYTE 0000013078
-0000013111

BYTE 0000013152

04/18/2017 11:22:40 AM	Dsindler	EmbeddedDoc.description	Purchase Contract
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4 4/18/17 at 12:46pm MLO Ward completes Application with consumer by phone

BYTE 0000013153
-0000013175

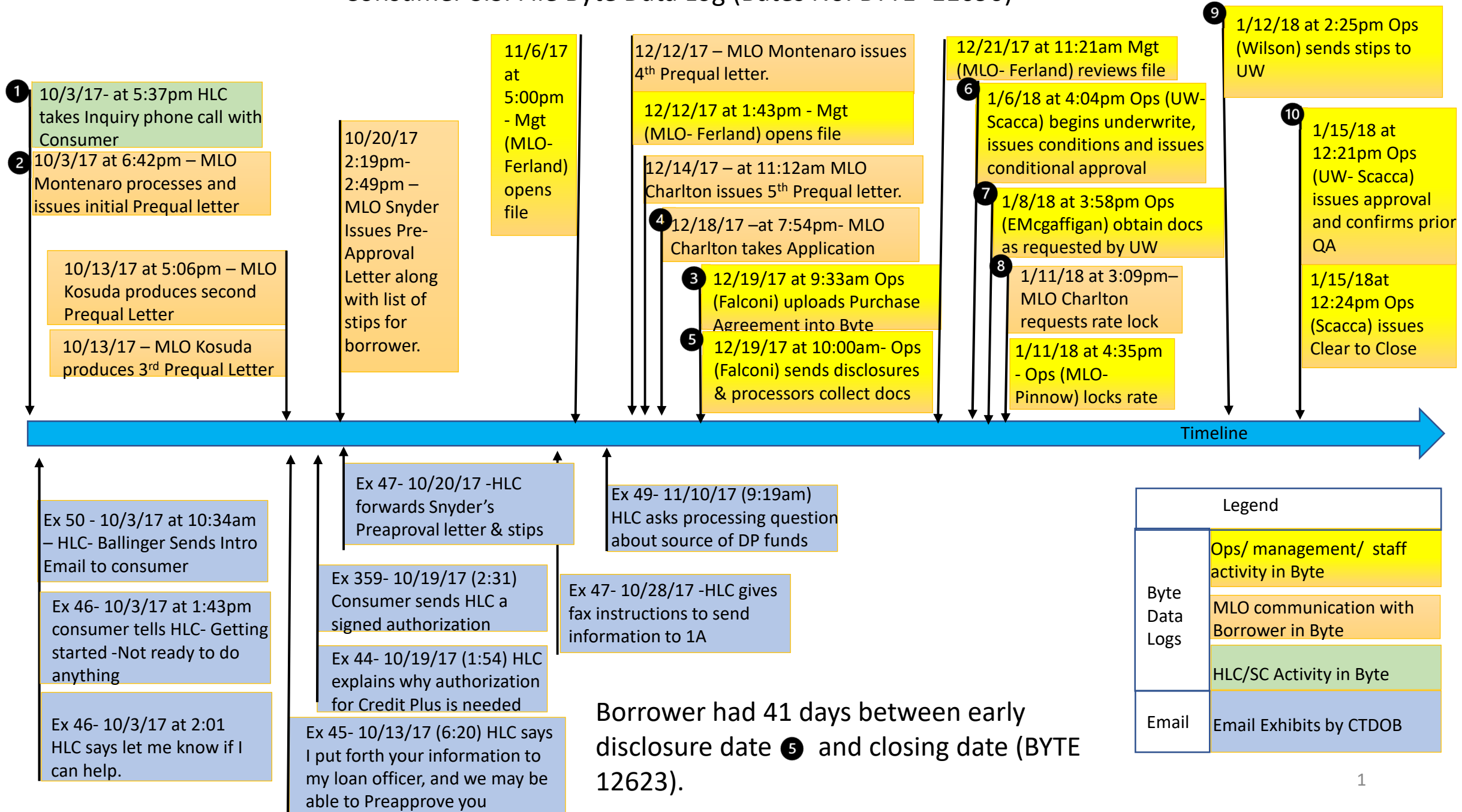
BYTE 0000013165

04/18/2017 12:46:27 PM	cward	CustomFields.Field06	4/18 12:45pm Completed 1003
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5	4/18/17 at 2:57pm Ops (Diaz) sends out disclosures	BYTE 0000013175 -0000013201	BYTE 0000013197	04/18/2017 02:58:09 PM	adiaz	CustomFields.Field01	Disclosures Out
	4/21/17 Ops receives signed disclosures from consumer		BYTE 0000013201	04/21/2017 03:55:13 PM	docmagicservi	CustomFields.Field01	Disclosures In
6	4/21/17 at 3:55pm file sent to underwriting	BYTE 0000013201 -0000013258	BYTE 0000013199	04/21/2017 03:55:13 PM	docmagicservi	Snapshot.snapshottype	Underwriting
	5/1/17 at 3:07pm Ops (Diaz) withdraws loan		BYTE 0000013260	05/01/2017 03:07:53 PM	adiaz	Status.LoanStatus	Withdrawn
	6/19/17 at 10:11 Ops (UW Mgr Dickson) issues conditional approval	BYTE 0000013588 -0000013614	BYTE 0000013613	06/19/2017 10:11:06 AM	jdickson	Snapshot.newstatus	Conditional Approval
				06/19/2017 10:11:06 AM	jdickson	Snapshot.snapshottype	Underwriting
7	6/24/17 HLC & Ops gather docs requested by UW	BYTE 0000013614 -0000013664	BYTE 0000013626	06/24/2017 10:53:32 AM	Dsindler	EmbeddedDoc.documenttypecode	ChildSupportVerif
			BYTE 0000013637	07/13/2017 12:38:55 PM	agallant	EmbeddedDoc.Description	Mortgage Statement (M&T)
	7/17/17 at 8:12pm Ops (Dickson) suspends loan		BYTE 0000013664	07/17/2017 08:12:39 PM	jdickson	CustomFields.Field01	Suspended

EXHIBIT A16

Consumer S.S. File Byte Data Log (Bates No. BYTE- 11690)



1	10/3/17- at 5:37pm HLC takes Inquiry phone call with Consumer	BYTE 0000011728 -0000011748	BYTE 0000011728
2	10/3/17 at 6:42pm – MLO Montenaro processes and issues initial Prequal letter	BYTE 0000011748 -0000011845	BYTE 0000011766
	10/13/17 at 5:06pm – MLO Kosuda produces second Prequal Letter		BYTE 0000011787
	10/13/17 – MLO Kosuda produces 3 rd Prequal Letter		BYTE 0000011789
	10/20/17 2:19pm-2:49pm – MLO Snyder Issues Pre-Approval Letter along with list of stips for borrower.		BYTE 0000011816
	11/6/17 at 5:00pm - Mgt (MLO- Ferland) opens file		BYTE 0000011693

1st Alliance Lending (NMLS ID: 2819)			
Audit Log: Events for "3013152589"			
Date and Time	User Name	Event Type	Details
10/03/2017 05:37:15 PM	jballinger	File Created	3013152589
10/03/2017 05:37:15 PM	jballinger	File Modified	3013152589
10/03/2017 06:42:27 PM	lmontanaro	EmbeddedDoc.description	Prequalified Letter
10/13/2017 05:06:00 PM	mkosuda	EmbeddedDoc.description	Prequalified Letter_2
10/13/2017 05:06:38 PM	mkosuda	EmbeddedDoc.Description	Prequalified Letter_298
10/20/2017 02:49:05 PM	ssnyder	EmbeddedDoc.description	Prequalified Letter_3
11/06/2017 04:58:37 PM	cferland	File Opened "Read / Write"	3013152589

	12/12/17 – MLO Montenaro issues 4 th Prequal letter.		BYTE 0000011838	12/12/2017 12:36:09 PM	lmontanaro	EmbeddedDoc.description	Prequalified Letter_4
	12/12/17 at 1:43pm - Mgt (MLO- Ferland) opens file		BYTE 0000011694	12/12/2017 01:43:00 PM	cferland	File Opened "Read-Only"	3013152589
	12/14/17 – at 11:12am MLO Charleton issues 5 th Prequal letter.		BYTE 0000011843	12/14/2017 11:12:38 AM	acharlton	EmbeddedDoc.description	Prequalified Letter_5
4	12/18/17 –at 7:54pm- MLO Charlton takes full Application (with Compliance) with borrower	BYTE 0000011845 -0000011874	BYTE 0000011865	12/18/2017 07:54:41 PM	acharlton	Status.LoanStatus	Application
3	12/19/17 at 9:33am Ops (Falconi) uploads Purchase Agreement into Byte	BYTE 0000011879 -0000011879	BYTE 0000011879	12/19/2017 09:33:11 AM	rfalconi	EmbeddedDoc.description	Purchase Agreement
5	12/19/17 at 10:00am- Ops (Falconi) sends disclosures & processors collect docs	BYTE 0000011879 -0000012016	BYTE 0000011902	12/19/2017 10:05:36 AM	rfalconi	CustomFields.Field01	Disclosures Out
			BYTE 0000011909	12/19/2017 01:00:44 PM	kmurphy	CustomFields.Field01	Borrower Docs In
			BYTE 0000011913	12/20/2017 09:13:03 AM	mdavis	EmbeddedDoc.description	Pay Stub-
	12/21/17 at 11:21am Mgt (MLO- Ferland) reviews file		BYTE 0000011945	12/21/2017 11:21:28 AM	cferland	ExtendedDateValue.Value	12/21/2017

6

1/6/18 at 4:04pm Ops (UW-Scacca) begins underwrite, issues conditions and issues conditional approval

BYTE 0000012017
-0000012054

BYTE 0000012033

BYTE 0000012040

BYTE 0000012041

BYTE 0000012051

01/06/2018 04:04:33 PM	Mscacca	Party.Title	Underwriter
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01/07/2018 12:41:27 PM	Mscacca	Condition.descriptiontemplate	Provide the most current 401k statement
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01/07/2018 12:48:03 PM	Mscacca	Condition._description	Obtain BOA printout from 11/21 to 12/14.
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01/08/2018 12:29:24 PM	Mscacca	ExtendedBooleanValue.name	UWConditionalLoanApproval
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7

1/8/18 at 3:58pm Ops (EMcgaffigan) obtain docs as requested by UW

BYTE 0000012054
-0000012080

BYTE 0000012056

BYTE 0000012057

BYTE 0000012057

01/08/2018 03:58:01 PM	emcgaffigan	EmbeddedDoc.description	Pay Stub-
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01/08/2018 03:58:30 PM	emcgaffigan	EmbeddedDoc.description	LOX for diff hours
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01/08/2018 03:59:24 PM	emcgaffigan	EmbeddedDoc.documenttypecode	RetirementAcctStmnt
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8

1/11/18 at 3:09pm– MLO Charlton requests rate lock

BYTE 0000012080
-0000012113

BYTE 0000012080

01/11/2018 03:09:21 PM	acharlton	FileData.OptimalBlueLoanIdentifier	33826
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1/11/18 at 4:35pm - Ops (MLO-Pinnow) locks rate

BYTE 0000012113

01/11/2018 04:36:57 PM	apinnow	EmbeddedDoc.description	01-11-18 Rate Lock Confirmation
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9

1/12/18 at 2:25pm Ops (Wilson)
sends stips to UW

BYTE 0000012176
-0000012223

BYTE 0000012176

01/12/2018 02:25:55 PM	nwilson	CustomFields.Field01	UW Stips Sent
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BYTE 0000012178

01/15/2018 09:21:00 AM	emcgaffigan	EmbeddedDoc.description	Tax Certificate-including fire
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BYTE 0000012181

01/15/2018 10:07:11 AM	emcgaffigan	CustomFields.Field01	Final Conditions
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1/15/18 at 12:21pm Ops (UW-
Scacca) issues approval and
confirms prior QA revies

BYTE 0000012223

01/15/2018 12:21:41 PM	Mscacca	EmbeddedDoc.documenttypecode	LOANAPPROVAL
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BYTE 0000012224

01/15/2018 12:22:30 PM	Mscacca	ExtendedTextValue.Value	QAS reviewed first.
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10

1/15/18at 12:24pm Ops (Scacca)
issues Clear to Close

BYTE 0000012223
-0000012623

BYTE 0000012225

01/15/2018 12:24:41 PM	Mscacca	Snapshot.newstatus	Clear To Close
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BYTE 0000012229

01/16/2018 09:24:13 AM	awallace	Status.LoanStatus	In Closing
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BYTE 0000012623

01/29/2018 05:14:05 PM	awallace	Snapshot.newstatus	Closed
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